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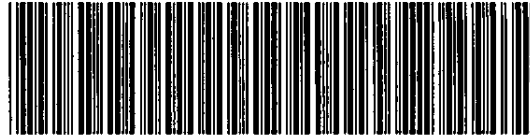
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Diss. [Signature] 6/19/13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Seaside Engineering & Surveying, Inc.

DOCUMENT NUMBER: P02000046236

The enclosed **Articles of Dissolution** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Kathy Adams

(Name of Contact Person)

Kevin M. Helmich, P.A.

(Firm/Company)

PO Box 5499

(Address)

Destin, FL 32540

(City/State and Zip Code)

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DIVISION OF CORPORATIONS
STATE OF FLORIDA

For further information concerning this matter, please call:

Kathy Adams

(Name of Contact Person)

at (850) 650-4747

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☐ \$35 Filing Fee ☒ \$43.75 Filing Fee & Certificate of Status ☐ \$43.75 Filing Fee & Certified Copy ☐ \$52.50 Filing Fee, Certificate of Status & Certified Copy
- ↓ See letter dated December 26, 2012 (Additional copy is enclosed) (Additional copy is enclosed)

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 26, 2012

KATHY ADAMS
KEVIN M. HELMICH, P.A.
P. O. BOX 5499
DESTIN, FL 32540

SUBJECT: SEASIDE ENGINEERING & SURVEYING, INC.
Ref. Number: P02000046236

We have received your document for SEASIDE ENGINEERING & SURVEYING, INC. and check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Your document is being returned as requested.

If you have any questions concerning this matter, please either respond in writing or call (850) 245-6050.

Thelma Lewis
Document Specialist Supervisor

Letter Number: 412A00030305

ARTICLES OF DISSOLUTION

Pursuant to Florida Statutes, this Florida profit corporation submits the following articles of dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:
SEASIDE ENGINEERING & SURVEYING, INC.

SECOND: The document number of the corporation is: P02000046236

THIRD: The date dissolution was authorized: 05/23/2013

Effective date of dissolution: 05/24/2013

FOURTH: Adoption of Dissolution was approved by the Bankruptcy Court.

Signature: _____

By: John C. Gustin
Its: President

* See attached court papers *
Jm

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

13 MAY 28 PM 6:19

FILED

UNITED STATES BANKRUPTCY COURT
Northern District of Florida
Pensacola Division

IN RE: SEASIDE ENGINEERING &
SURVEYING, INC.,

Debtor.

Bankruptcy Case No. 11-31637-WSS

Chapter: 11

Judge: William S. Shulman

**ORDER CONFIRMING AMENDED PLAN OF REORGANIZATION OF SEASIDE
ENGINEERING & SURVEYING, INC. AS MODIFIED BY THE TECHNICAL
AMENDMENT TO THE AMENDED PLAN**

This matter having come before this Court on the Amended Plan of Reorganization of Seaside Engineering & Surveying, Inc. [dkt. no. 339] (the "Amended Plan"), and the Technical Amendment to the Amended Plan [dkt. no. 380] (the "Technical Amendment," and together with the Amended Plan, sometimes hereinafter referred to as the "Second Amended Plan") and after notice and hearing, and granting the parties the opportunity to be heard, and having reviewed the Objection to Confirmation of the Debtor's Plan of Reorganization filed by John E. Venn [dkt. no.209], which Objection has not been withdrawn, the Brief of Debtor in Support of Confirmation of the Debtor's Amended Plan of Reorganization, as Modified by the Technical Amendment [dkt. no. 398] (the "Confirmation Brief"), the Objection filed by Vision Park Properties, LLC to the Amended Plan [dkt. no. 376], the Objection filed by Karin A. Garvin [dkt. no. 383], the Debtor's Response to Objection filed by Vision Park Properties, LLC and Karin A. Garvin [dkt. no. 396], and the post-Confirmation Hearing briefs submitted by the parties, including the Debtor's Written Brief filed in Lieu of Oral Closing Argument [dkt. no. 412], the Objection of Vision Park Properties, LLC and SE Property Holdings, LLC to Confirmation of the Debtor's Amended Plan of Reorganization as Modified by Debtor's Technical Amendments

[dkt. no. 415], the Debtor's Response to the Written Objection to Confirmation of Debtor's Amended Plan of Reorganization as Modified by Debtor's Technical Amendment [dkt. no. 419] and Vision-Park Properties, LLC and SE Property Holdings, LLC's Reply to Debtor's Response to Objection to Confirmation [dkt. no. 425] and based upon the Court's Oral Opinion read into the record on August 20, 2012 (the "Oral Opinion"), which is incorporated fully herein and made a part of this Order in all respects as if set forth herein, the Court, hereby, rules as follow:

RECITALS

1. On or about October 7, 2011 (the "Petition Date") the Debtor filed a petition for relief under chapter 11 of title 11 of the United States Bankruptcy Code, 11 U.S.C. §§101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Florida, Pensacola Division (the "Bankruptcy Court").
2. The Debtor was and is authorized to continue in possession of its property and operate its business. No Committee has been appointed.
3. The Debtor has been designated a "Small Business Debtor" pursuant to Bankruptcy Code §1121.
4. The Court held a hearing on June 11, 2012 to consider confirmation of the Second Amended Plan.

NOW THEREFORE, based upon the Court's review of, among other things, the documents referenced above and in the Court's Oral Opinion; and upon the record of the Confirmation Hearing and all prior proceedings held and documents filed in this Chapter 11 Case, and after due deliberation; and good cause appearing:

NOW, THEREFORE, IT IS ORDERED THAT:

1. The Findings of Fact and Conclusions of Law as set forth in the Oral Opinion are hereby fully incorporated by reference as if set forth herein.

2. The Court has considered each objection to confirmation filed and prosecuted at the Confirmation Hearing. The Court overrules all objections for the reasons stated in the Oral Opinion.

3. The Second Amended Plan is confirmed under Bankruptcy Code § 1129 and all parties-in-interest are authorized and empowered, or enjoined, as the case may be, to act in accordance with its terms.

4. The terms of the Second Amended Plan, and the exhibits thereto, are incorporated by reference into, and are an integral part of, the Second Amended Plan and this Order. Each term, as it may have been interpreted in accordance with this Order, is valid and enforceable pursuant to its terms.

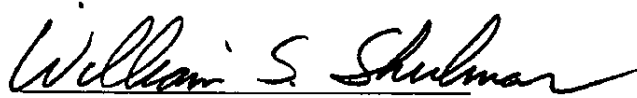
5. As required by the Court as a condition for entry of this order confirming the Second Amended Plan, the following Motions filed by the Debtor are hereby WITHDRAWN by the Debtor, with prejudice: (i) Motion to Enforce Automatic Stay against Vision Bank and the Law Offices of Barron Redding for Damages and Sanctions and Violation Thereof [dkt. no. 132], (ii) Motion for Contempt and Sanctions Against Joey Ginn, Vision Bank, Vision-Park Properties, LLC, The Law Offices of Barron, Redding, Hughes, Fite, Sanborn, Kiehn, Leebrick & Dickey, P.A. ("Barron Redding"), Martin L. Sandel, Robert J. Meyers, and Southeast Property Solutions, LLC for Violation of Court Orders Authorizing and Directing Discovery and 2004 Examinations [dkt no. 255], (iii) Motion for Contempt and Sanctions Against Martin L. Sandel, Southeast Property Solutions, LLC, The Law Offices of Barron, Redding, Hughes, Fite, Sanborn,

Kiehn, Leebrick & Dickey, P.A. ("Barron Redding") and the law office of McDowell, Knight, Roedder, & Sledge, L.L.C. ("McDowell Knight") for Violation of Court Orders Authorizing and Directing Discovery and for Misrepresentation to the Court [filed under seal at dkt. no. 303], (iv) Motion to Compel Production of Consulting Agreement and Other Documents from Joey Ginn and Vision Park Properties LLC and Request for Expedited Hearing Thereon, [dkt. no. 347], (v) Motion to Compel Production of Consulting Agreement and Other Documents from Martin L. Sandel and Southeast Property Solutions, LLC and Request for Expedited Hearing Thereon, [dkt. no. 348], (vi) Supplement re: Production of Contract Between Vision Bank and Southeast Property Solutions, LLC, [dkt. no. 271], and (vii) Motion to Amend the Court's Order of Confidentiality of Rule 2004 Examinations of Martin Sandel and Southeast Property Solutions, LLC, [dkt. no. 294].

6. The Court shall retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Case and the Amended Plan to the fullest extent permitted by law.

Done and Ordered:

Dated: October 4, 2012


WILLIAM S. SHULMAN
U.S. BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

In Re

SEASIDE ENGINEERING &
SURVEYING, INC.,

Case No.11-31637-11-PNS3
Chapter 11

Debtor.

NOTICE OF CONFIRMATION HEARING

A hearing will be held before the undersigned Judge on:

Date: **Monday, June 11, 2012**

Time: **8:30 a.m. CDT**

Location: **U.S. Bankruptcy Court, 201 Saint Louis Street, Courtroom One, Mobile,
Alabama**

Matter(s): **Hearing on the Confirmation of Debtor's Amended Chapter 11 Plan of
Reorganization**

Dated: May 8, 2012


WILLIAM S. SHULMAN
U.S. BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
Northern District of Florida
Pensacola Division

IN RE: SEASIDE ENGINEERING AND
SURVEYING, INC.,

Debtor

Bankruptcy Case No. 11-31637-WSS

Chapter: 11

Judge: William S. Shulman

**ORDER GRANTING MOTION OF DEBTOR, SEASIDE ENGINEERING &
SURVEYING, INC., FOR DETERMINATION THAT (I) DEBTOR'S AMENDED PLAN
OF REORGANIZATION MAY BE DEEMED ACCEPTED UNDER 11 U.S.C. § 1127
AND FED.R.BANKR.P. 3019 AS TO THE UNIMPAIRED CLASSES AND CLASSES 2E,
2F, 3 AND 4 AS DESCRIBED IN THE PLAN AS ORIGINALLY FILED AND (II) TO
APPROVE THE FORM OF BALLOT TO BE SENT TO HOLDERS OF CLASS 5A
EQUITY INTERESTS AS DESCRIBED IN THE AMENDED PLAN**

This Matter came before the Court at the *Motion for Determination that (i) Debtor's Amended Plan of Reorganization may be Deemed Accepted Under 11 U.S.C. § 1127 and Fed.R.Bankr.P. 3019 as to the Unimpaired Classes and Classes 2E, 2F, 3 and 4 as Described in the Plan as Originally Filed and (ii) to Approve the Form of Ballot to be Sent to Holders of Class 5A Equity Interests as Described in the Amended Plan (the "Motion")* [docket no. 340].

After notice and a hearing and due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. Accordingly, it is hereby

ORDERED that:

1. The Debtor's Motion is Granted in its entirety.
2. The Disclosure Statement filed and approved by this Court adequately reflects and describes the nature and extent of the Claims of the Unimpaired Class and Classes 2E, 2F, 3 and 4 and re-solicitation and voting by those classes is unnecessary.

3. The Amended Plan as filed shall be deemed to have been accepted by those Holders of Claims that were Unimpaired under the Plan as originally filed and those that voted to accept the Plan as originally filed.

4. The Form of Ballot for Holders of Class 5A Interests attached to the Motion are hereby approved.

5. June 6, 2012 is fixed as the last day for filing written acceptances or rejections of the Amended Plan

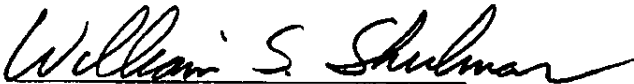
6. Within three days after the entry of this Order, the Amended Plan dated May 1, 2012, this Order and a Ballot (if applicable) shall be mailed to Holders of Class 5A and Class 5B Interests by Debtor's attorney and shall be transmitted to the United States Trustee.

7. June 6, 2012 is fixed as the last day for filing and serving, pursuant to Fed.R.Bank.P. 3020(b)(1) written objections to Confirmation of the Amended Plan.

8. The Hearing on Confirmation of the Amended Plan shall be held on Monday June 11, 2012 beginning at 8:30 a.m CDT at the United States Bankruptcy Court for the Southern District of Alabama.

Done and Ordered:

Dated: May 14, 2012


WILLIAM S. SHULMAN
U.S. BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
Northern District of Florida
Pensacola Division

IN RE: SEASIDE ENGINEERING & SURVEYING, INC., Debtor.	Bankruptcy Case No. 11-31637-WSS Small Business Case Under Chapter 11 Judge: William S. Shulman
---	---

**AMENDED PLAN OF REORGANIZATION OF SEASIDE ENGINEERING &
SURVEYING, INC.**

Dated: May 1, 2012

ZALKIN REVELL, PLLC
Teresa M. Dorr, Esquire
Natasha Z. Revell, Esquire
Kenneth W. Revell, Esquire
Waterside Business Center
2441 US Highway 98W, Ste 109
Santa Rosa Beach, FL 32459

Counsel for Seaside Engineering & Surveying Inc.,
Amended Plan Proponent

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Exhibits as follows:

- A. Amended Liquidation Analysis
- B. Amended Projections
 - a. Four Year Projections based upon all Class 5 Non-Insider Equity Holders electing Option A
 - b. Two Year Projections based upon all Class 5 Non-Insider Equity Holders electing Option B

I. INTRODUCTION

This Amended Plan of Reorganization (the "Amended Plan") is proposed by Seaside Engineering & Surveying, Inc. (the "Debtor"), pursuant to Section 1121(a) of title 11 of the United States Code (the "Bankruptcy Code"). On October 7, 2011 (the "Petition Date") the Debtor commenced its bankruptcy case by filing a voluntary chapter 11 petition under title 11 of the Bankruptcy Code.

This is a reorganizing plan, whereby the Debtor seeks to accomplish payments under the Amended Plan by, among other things, continuing its operations through a new entity. The Effective Date of the proposed Amended Plan is estimated to be on or before July 15, 2012.

Pursuant to the Amended Plan, Gulf Atlantic, as the Reorganized Debtor will acquire the Debtor's assets and assume certain restructured liabilities and make payments as provided herein in addition to certain payments which will be made from certain funds in the Debtor's estate at the time of Confirmation of the Amended Plan and new financing will be provided by GA Capital to the Reorganized Debtor.

This Amended Plan provides for one (1) class of Priority Non-Tax Claims, ten (10) classes of secured claims; two (2) classes of unsecured claims; and two (2) classes of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Amended Plan has valued at approximately one hundred (100) cents on the dollar and as more fully described herein. This Amended Plan also provides for the payment of administrative and priority claims either on the Effective Date of the Amended Plan or to the extent permitted by the Bankruptcy Code or the claimant's agreement as more fully described herein. Finally, this Amended Plan provides for distributions to Holders of Equity Interests as directed by the United States Bankruptcy Court for the Northern District of Florida.

All Creditors and other parties-in interest are encouraged to carefully review this Amended Plan and the Disclosure Statement prepared by the Debtor before voting to accept or reject the Amended Plan.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE).

NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THE AMENDED PLAN.

II. DEFINITIONS AND CONSTRUCTION OF TERMS

A. Scope of Definitions.

1. Defined Terms.

All terms employed herein shall have the meanings set forth in the Bankruptcy Code unless specifically defined to the contrary herein. For purposes of this Amended Plan, except as expressly otherwise provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings assigned to them in this Section of the Amended Plan. For purposes of the Plan as originally filed and this Amended Plan and such defined terms, the singular and plural uses of such defined terms and the conjunctive and disjunctive uses thereof will be interchangeable (unless the context otherwise requires), and the defined terms will include masculine, feminine, and neutral genders. The words "herein", "hereof", "hereto", "hereunder", and others of similar import refer to the Plan as originally filed and this Amended Plan as a whole and not to any particular section, subsection, or clause contained in the Plan as originally filed and this Amended Plan. Moreover, some terms defined herein are defined in the section in which they are used. The defined terms stated in this Article II are substantive terms of the of the Plan as originally filed and this Amended Plan, and Article II will be deemed incorporated throughout the rest of the Amended Plan to apply the substantive provisions included in the defined terms.

(1) **Administrative Expense** means any cost or expense of administration of the Chapter 11 case allowable under Bankruptcy Code §507(a), including, without limitation, any actual and necessary expenses of preserving the estate of the Debtor, any actual and necessary expense of operating the business of the Debtor, any indebtedness or obligation incurred or assumed by the Debtor in connection with the conduct of its business or for the acquisition or lease of property or the provision of services to the Debtor, all allowances of compensation and reimbursement of expenses allowed by the Bankruptcy Court under Bankruptcy Code §§330 or 503, any fees or charges assessed against the estate of the Debtor under Chapter 123, title 28, of the United States Code, and the reasonable fees and expenses incurred by the Proponent in connection with the proposal and confirmation of this Amended Plan.

(2) **Allowed** when used as an adjective preceding the words "Claims" or "Equity Interest", shall mean any Claim against or Equity Interests of the Debtor, proof of which was filed on or before the date designated by the Bankruptcy Court as the last date for filing Proofs of Claim or Equity Interest against such Debtor, or, if no Proof of Claim or Equity Interest is filed, which has been or hereafter is listed by the Debtor as liquidated in amount and not disputed or contingent and, in either case, a Claim as to which no objection to the allowance thereof has been interposed within the applicable period of limitations fixed by the Amended Plan, the

Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, Local Rules, or as to which any objection has been interposed and such Claim has been allowed in whole or in part by a Final Order. Unless otherwise specified in the Amended Plan, "Allowed Claim" and "Allowed Equity Interest" shall not, for purposes of computation of distributions under the Amended Plan, include interest on the amount of such Claim or Equity Interest from and after the Petition Date.

(3) **Allowed Administrative Claim** means any Administrative Claim as to which an application for payment has been approved by Final Order after notice and hearing, if required by the Bankruptcy Code, but not including an Administrative Claim that may have previously been paid.

(4) **Allowed General Unsecured Claim** means an Unsecured Claim that is or has become an Allowed Claim.

(5) **ALLY/GMAC** means ALLY Financial and/or GMAC Financial.

(6) **Amended Plan** means this Amended Plan of Reorganization of Seaside Engineering & Surveying, Inc. filed in these Proceedings, together with all exhibits, supplements, appendices and schedules hereto, either in its present form or as the same may be altered, amended or modified from time to time.

(7) **Arvest** means Arvest Equipment Finance.

(8) **Assets** means each and every item of property and interest of the Debtor or its Estate as of the Effective Date, whether tangible or intangible, legal or equitable, liquidated or unliquidated, and/or as defined and specified in Bankruptcy Code §541, and includes without limitation: (a) all Cash; (b) Accounts Receivable; (c) all Avoidance Actions; (d) all Other Actions; (e) all Rights of Action; (f) any and all remaining furniture, fixtures, equipment, inventory; (g) all tradenames and trademarks; (h) any other rights, deferred taxes, claims, causes of action or defenses, whether arising by statute or common law, and whether arising under the laws of the United States, other countries, or applicable state or local law ("Other Claims"); and (i) all of the Debtors' books and records (including computers, computer programs and information stored in computers), and privileges ("Books").

(9) **Assumed Executory Contracts** means those Executory Contracts assumed either before the Confirmation of the Amended Plan or under the Amended Plan.

(10) **Avoidance Actions** means each and every claim, demand or cause of action whatsoever which the Debtor has or had the power to assert immediately prior to the Confirmation of the Amended Plan, including, without limitation, actions for the avoidance and recovery, pursuant to

Bankruptcy Code §550, of transfers avoidable by reason of Bankruptcy Code §§544, 545, 547, 548, 549, or 553(b).

(11) **Ballot** means the ballot form distributed to each Holder of an Impaired Claim entitled to vote on the Amended Plan on which is to be indicated acceptance or rejection of the Amended Plan by the Voting Deadline.

(12) **Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, including any amendments thereto that are applicable to the Chapter 11 Case and in effect during the Chapter 11 Case.

(13) **Bankruptcy Court** means the United States Bankruptcy Court for the Northern District of Florida having jurisdiction over the Chapter 11 Case and, to the extent of any reference made pursuant to 28 U.S.C. §157, the unit of such District Court constituted pursuant to 28 U.S.C. §151.

(14) **Bankruptcy Rules** means the rules of practice and procedure in bankruptcy, promulgated under 28 U.S.C. §2075 and also referred to as the Federal Rules of Bankruptcy Procedure.

(15) **Bar Date** means February 17, 2012 the date established by the Local Bankruptcy Rules for the Northern District of Florida by which non-governmental Creditors are required to file proofs of claim with respect to pre-petition Claims, except with respect to Administrative Claims, Claims arising from the rejection of any Executory Contracts, and Claims that were scheduled by the Debtor as undisputed, non-contingent, and unliquidated, and May 15, 2012 the date by which governmental Creditors are required to file proofs of claim with respect to pre-petition Claims, including but not limited to Priority Tax Claims

(16) **Business Day** means and refers to any day except Saturday, Sunday, and any other day on which commercial banks in Florida are authorized by law to close.

(17) **Cash** means legal tender of the United States of America or wire transfer from a domestic bank.

(18) **Chapter 11 Case** means the case under Chapter 11 of the Bankruptcy Code commenced by the Debtor, styled *In re Seaside Engineering & Surveying, Inc.*, Chapter 11 Case No. 11-31637 (WSS), currently pending before the Bankruptcy Court.

(19) **Cisco Systems** means Cisco Systems Capital Corporation.

(20) **Claim** means any right to payment from the Debtor, whether or not asserted, and whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed,

legal, equitable, secured, or unsecured; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured; and all claims as such term is defined in Bankruptcy Code §101(5).

(21) **Class** means a grouping of substantially similar Claims or Equity Interests for common treatment thereof pursuant to the terms of this Amended Plan.

(22) **Coastal Bank** means Synovus Bank, successor to Coastal Bank and Trust of Florida.

(23) **Collateral** means any property or interest in property of the Debtor's estate subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

(24) **Confirmation** means the entry of an Order by the Bankruptcy Court approving the Amended Plan in accordance with the provisions of the Bankruptcy Code.

(25) **Confirmation Budget** means a budget which shows the sources and uses of the Confirmation Funds.

(26) **Confirmation Date** means the date on which the Confirmation Order is entered on the Bankruptcy Court's docket.

(27) **Confirmation Funds** means the amount required to be disbursed (or held for disbursement upon allowance) to Allowed Administrative Claims, Allowed Professional Compensation Claims, Priority Tax Claims, Cure Claims of Secured Creditors, Cure Claims on Assumed Executory Contracts, Allowed Class 1 Claims, and US Trustee Fees due as of the Effective Date.

(28) **Confirmation Hearing** shall mean a hearing conducted before the Bankruptcy Court for the purpose of considering confirmation of the Amended Plan.

(29) **Confirmation Order** means the Order of the Bankruptcy Court confirming the Amended Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.

(30) **Convenience Claim** means any General Unsecured Claim either scheduled by the Debtor in an amount of less than \$3,000 or an Allowed General Unsecured Claim that is filed in an amount of less than \$3,000.

(31) **Creditor** means any Person that has a Claim against the Debtor that arose on or before the Petition Date or a Claim against the Debtor's

estate of any kind specified in Bankruptcy Code §§502(g), 502(h) or 502(i).

(32) **Cure** means the distribution, (i) within thirty (30) days after the Effective Date or such other date as may be agreed upon by the parties or ordered by the Bankruptcy Court, of Cash or such other property, as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption of an executory contract or unexpired lease, pursuant to Bankruptcy Code §365(b), in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties, under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law and (ii) the distribution, within thirty (30) days after the Effective Date or such other date as may be agreed upon by the parties or order by the Bankruptcy Court, of Cash, or such other property, as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the treatment of any pre-Petition and/or post-Petition arrearages due to the Holder of an Allowed Secured Claim in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties, under any document evidencing the Debtor's liability to the Holder of an Allowed Secured Claim, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

(33) **Debt** has and shall have the same meaning ascribed to it in Bankruptcy Code §101(12).

(34) **Debtor** means Seaside Engineering & Surveying, Inc.

(35) **DIP Accounts** mean those certain bank account maintained by the Debtor at Coastal Bank.

(36) **Disallowed** means, with reference to any Claim, a Claim or any portion thereof that has been disallowed or expunged by Final Order of the Bankruptcy Court.

(37) **Disclosure Statement** means the Disclosure Statement filed by the Debtor in support of this Amended Plan, including, without limitation, all exhibits and schedules thereto, as required pursuant to Bankruptcy Code §1125 *et seq.* and approved by the Bankruptcy Court.

(38) **Disbursing Agent** shall mean the Reorganized Debtor, or any such other person or entity as may be appointed and approved by the Bankruptcy Court as the Disbursing Agent on the Confirmation Date.

(39) **Disputed Claim** means any Claim proof of which was timely and properly filed and which has been or hereafter is listed on the Schedules as unliquidated, disputed or contingent or which is not listed in the Schedules

or which is disputed under the Amended Plan or as to which the Debtor has interposed a timely objection and/or request for estimation or determination in accordance with Bankruptcy Code §502 and/or Bankruptcy Rule 3018, which objection and/or request for estimation has not been withdrawn or determined by Final Order and any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed.

(40) **Distribution Assets** means those Assets of the Debtor that are contributed to the Distribution Fund to be used in making payments to Allowed General Unsecured Claims and Allowed Convenience Claims.

(41) **Distribution Fund** means the Cash or other property set aside by the Debtor and/or Reorganized Debtor for the payment of Allowed General Unsecured Claims and Allowed Convenience Claims.

(42) **Distribution Date** means: (a) initially, the first Business Day which is thirty (30) days after the Effective Date or as soon as practical thereafter; (b) thereafter, any interim date(s) that the Disbursing Agent deems appropriate in his or her discretion based on the amount of the Distribution Fund on hand and the amount of General Unsecured Claims and Convenience Claims that are Allowed at the time; and (c) thereafter, the Final Distribution Date.

(43) **Earl Dudley** means Earl Dudley, Inc.

(44) **Effective Date** means the date which is thirty (30) days after the date after the Confirmation Order becomes a Final Order.

(45) **Equity Interest Holder** means the Holder of an Equity Interest in the Debtor.

(46) **Estate** means the bankruptcy estate of the Debtor created under Bankruptcy Code §541

(47) **Executory Contract** means every unexpired lease and executory contract that is subject to being assumed or rejected by the Debtor under Bankruptcy Code §365, pursuant to the Amended Plan or separate motion.

(48) **Final Distribution Date** means the date on which the distribution is made from the Distribution Fund that finally and fully exhausts those Distribution Assets] which were transferred to the Distribution Fund pursuant to this Amended Plan.

(49) **Final Order** means an order of the Bankruptcy Court or a court of competent jurisdiction to hear appeals from the Bankruptcy Court which, not having been reversed, modified, or amended, and not being stayed, and the time to appeal from which or to seek review or rehearing of which having expired, has become final and is in full force and effect.

- (50) **GA Capital** means Gulf Atlantic Capital Ventures, LLC.
- (51) **General Unsecured Claim** means any Claim other than a Secured Claim, Administrative Expense Claim, Priority Tax Claim, and Priority Non-Tax Claim and includes every such Claim arising from the rejection of an Executory Contract, and every Claim, if any, which is the undersecured portion of any Secured Claim, any claim of an insider of the Debtor and which is classified and treated as the Amended Plan provides for Class 3 Claims.
- (52) **Gulf Atlantic** means Gulf Atlantic Engineering & Surveying, LLC.
- (53) **Holder** means the beneficial owner of any Claim or Equity Interest.
- (54) **Honda** means American Honda Finance Corporation
- (55) **Impaired** when used as an adjective preceding the words "Class of Claims" or "Class of Equity Interest," shall mean that the Amended Plan alters the legal, equitable, or contractual rights of the members of that class.
- (56) **Lien** shall have the meaning set forth in Bankruptcy Code §101(37).
- (57) **Non Professional Administrative Expense Claim** means Claims arising after the Petition Date that are not Claims of Professional Persons.
- (58) **Office Property** means the real property owned by the Debtor located at 12273 Emerald Coast Parkway, Suite 204, Miramar Beach, Florida and described in its Schedule A filed with the Bankruptcy Court.
- (59) **Other Actions** includes the Rights of Action and all pending matters (whether in State or Federal Court), whether commenced by, or on behalf of the Debtor, or against the Debtor pre- or post-Petition, and all those certain potential causes of action, if any, which the Debtor may bring against third parties as of Confirmation, other than (i) the Avoidance Actions, and the proceeds thereof and (ii) the prosecution of objections to Disputed Claims.
- (60) **Other Action Recoveries** means all Cash or other recoveries from the Other Actions.
- (61) **Person** means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, or a government or any political subdivision thereof or other entity.

- (62) **Petition Date** means October 7, 2011, the date on which the Debtor commenced the Chapter 11 Case.
- (63) **Plan** means the Plan of Reorganization of Seaside Engineering & Surveying, Inc. filed in these Proceedings, together with all exhibits, supplements, appendices and schedules hereto, either in its present form or as the same may be altered, amended or modified from time to time.
- (64) **Post Confirmation Line of Credit** means the credit facility provided by GA Capital to be utilized as Confirmation Funds, to fund the Distribution Fund and/or Post-Confirmation operations of the Reorganized Debtor.
- (65) **Post-Confirmation Receivable Revenues** means collections received by the Reorganized Debtor on account of Post-Confirmation invoices submitted by the Reorganized Debtor.
- (66) **Pre-Confirmation Receivable Revenues** means collections received by the Reorganized Debtor on account of pre-Confirmation invoices submitted by the Debtor.
- (67) **Premier Bank** means Premier Community Bank of the Emerald Coast (n/k/a Summit Bank).
- (68) **Priority Non-Tax Claim** means a Claim entitled to priority under Bankruptcy Code §§507(a)(3), (4), (5), (6) or (7), but only to the extent it is entitled to priority in payment under any such subsection.
- (69) **Priority Tax Creditor** means a Creditor holding a Priority Tax Claim.
- (70) **Priority Tax Claim** means any Claim entitled to priority in payment under Bankruptcy Code §§502(i) and 507(a)(8), but only to the extent it is entitled to priority under such subsection.
- (71) **Proceedings** means the Chapter 11 Case of the Debtor.
- (72) **Professional Persons** means and refers to all attorneys, accountants, appraisers, consultants, and other professionals retained or to be compensated pursuant to an Order of the Court entered under Bankruptcy Code §§327, 328, 330, or 503(b).
- (73) **Professional Compensation Claims** means the Claims of the Chapter 11 Professionals for fees for services and reimbursement of costs and expenses rendered after the Petition Date and prior to and including the Effective Date.
- (74) **Projections** means the budget projections for the Reorganized Debtor, attached to the Disclosure Statement as Exhibit B.
- (75) **Proponent** means Seaside Engineering & Surveying, Inc.

(76) **Pro Rata, Ratable or Ratable Share** means a number (expressed as a percentage) equal to the proportion that an Allowed Claim in a particular Class bears to the aggregate amount or number of: (a) Allowed Claims plus (b) Disputed Claims in such Class as of the date of determination.

(77) **Reorganized Debtor** means, on or after the Confirmation Date, Gulf Atlantic.

(78) **Rights of Action** includes all pending matters (whether in State or Federal Court), whether commenced by, or on behalf of the Debtor, or against the Debtor pre- or post-Petition, and those certain potential causes of action which the Reorganized Debtor may bring against third parties, other than the Avoidance Actions.

(79) **Schedules** means the schedules of assets and liabilities, the list of holders of Equity Interests and the statement of financial affairs filed by the Debtor under Bankruptcy Code §521 and Bankruptcy Rule 1007, and all amendments and modifications thereto, through and including the date by which objections to Claims must be filed with the Bankruptcy Court pursuant to the Amended Plan.

(80) **Seaside Engineering & Surveying, Inc.** means the Debtor.

(81) **Secured Claim** means and refers to any Claim, to the extent reflected in the schedules or a proof of Claim as a Secured Claim, which is secured by a valid Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with Bankruptcy Code §506(a).

(82) **Trinity** means Trinity, a division of Bank of the West

(83) **Unsecured Claim** means any Claim against the Debtor which arose or which is deemed by the Bankruptcy Code to have arisen prior to the Petition Date for such Debtor, and which is not (a) a secured claim pursuant to Bankruptcy Code §506, as modified by Bankruptcy Code §1111(b), or (b) a Claim entitled to priority under Bankruptcy Code §§503 or 507. "Unsecured Claim" shall include all Claims against the Debtor that are not expressly otherwise dealt with in the Amended Plan.

(84) **US Trustee Fees** means quarterly fees due and owing to the United States Trustee pursuant to 28 U.S.C. §1930.

(85) **Voting Deadline** means the date established in the order of the Bankruptcy Court approving the Disclosure Statement as the deadline by which votes to accept or reject the Amended Plan must be received.

(86) **Walton County Property** means the real property owned by the Debtor located at Walton Amended Plantation Lot C-7, Laurel Hill, Florida and described in its Schedule A filed with the Bankruptcy Court.

(87) **Wells Fargo** means Wells Fargo Financial Leasing, Inc.

2. Other Definitions.

A term used and not defined herein but that is defined in the Bankruptcy Code shall have the meaning set forth therein.

III. TREATMENT OF ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS

Pursuant to Bankruptcy Code §1123(a), certain types of claims are not placed into voting classes. They are not considered Impaired, and they did not vote on the Plan as originally filed, nor will they vote on this Amended Plan because they are automatically entitled to specific treatment provided in the Bankruptcy Code. As such, Administrative Expense Claims and Priority Tax Claims are treated separately pursuant to the terms set forth in this Article III.

A. Administrative Expenses and Fees.

1. Administrative Expense Claims

All Administrative Expenses incurred during the pendency of the Chapter 11 Case will be paid on the later of the Effective Date or on the date such Administrative Expense Claim is Allowed by the Bankruptcy Court, unless a particular claimant agrees to a different treatment; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtor or liabilities arising under loans made or advances extended to the Debtor, whether or not incurred in the ordinary course, shall be paid in full and performed by the Reorganized Debtor in the ordinary course consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions except as otherwise set forth herein.

2. Professional Claims

All Persons seeking an award by the Bankruptcy Court of compensation for services rendered and/or reimbursement of expenses incurred through and including the Effective Date under Bankruptcy Code §330 or 331 or entitled to the priorities established pursuant to Bankruptcy Code §503(b)(2) shall (a) file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the date which is thirty (30) days after the Effective Date, or such other date as may be fixed by the Bankruptcy Court and (b) if granted such an award by the Bankruptcy Court, be paid in full in Cash in such amounts as are Allowed by the Bankruptcy Court, at the option of the Reorganized Debtor, (i) on the fifth (5th) Business Day after the date upon which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable, (ii) upon such other terms as may be mutually agreed upon between

such holder of an Administrative Expense Claim and the Reorganized Debtor or (iii) in accordance with the terms of any order entered by the Bankruptcy Court.

3. Statutory Fees

All quarterly fees due and owing to the United States Trustee pursuant to 28 U.S.C. §1930 through the quarter in which the Amended Plan is confirmed shall be paid in full in Cash on the Effective Date. Such fees that are due after the Effective Date shall be paid in Cash when due.

4. Bar Date for filing Administrative Claims Other Than Ordinary Course or Professional Person Claims

The Holder of an Administrative Claim, other than (a) a Claim for fees and expenses by a Professional Person, or (b) a liability incurred and paid in the ordinary course by the Debtor, must file with the Bankruptcy Court and serve on the Debtor and its counsel, notice of such Administrative Expense Claim within thirty (30) days after the entry of the Confirmation Order. Such notice must include, at minimum (i) the name of the Holder of such Claim, (ii) the basis of the Claim, and (iii) the amount of the Claim. Failure to file such notice timely and properly shall result in the Administrative Expense Claim being forever barred and discharged.

B. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, each Holder of an Allowed Priority Tax Claim shall receive, in full and complete settlement, satisfaction and discharge of its Allowed Priority Tax Claim, at the sole option of the Reorganized Debtor: (i) Cash in an amount of such Holder's Allowed Claim on the later of Effective Date or when such payments become due pursuant to the Internal Revenue Code or under any other taxing authority's rules or regulations; or (ii) in accordance with the provisions of Bankruptcy Code §1129(a)(9)(c), the amount of such Holder's Allowed Claim, plus interest accrued at the applicable statutory rate, in equal annual Cash payments, commencing on the first day of the first month following the Effective Date in an aggregate amount equal to such Allowed Priority Tax Claim over a period not exceeding five years after the Petition Date of such Allowed Priority Tax Claim; ***provided, however,*** that the Reorganized Debtor shall have the right to pay any Allowed Priority Tax Claim, or any remaining balance, in full, at any time on or after the Effective Date, without premium or penalty. Under the Plan as originally filed and this Amended Plan, Holders of Allowed Priority Tax Claims against the Debtor shall not be entitled to any payments on account of any post Petition Date interest or penalty with respect to or in connection with an Allowed Priority Tax Claim. Any such Claim or demand for any post Petition Date interest or penalty will be discharged upon the entry of the Confirmation Order by Bankruptcy Code §1141(d)(1), and the Allowed Priority Tax Claim Holder shall not assess or attempt to collect such accrued interest or penalty from the Debtor, Reorganized Debtor or its property, except as General Unsecured Claims as set forth herein.

IV. CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. General Overview

As required by the Bankruptcy Code, the Amended Plan classifies Claims and Equity Interests in various Classes according to their right to priority of payments as provided in the Bankruptcy Code. The Amended Plan states whether each Class of Claims or Equity Interests is Impaired or Unimpaired. The Amended Plan provides the treatment each Class will receive under the Amended Plan. Claims are classified for all purposes, including voting, confirmation and distribution pursuant to the Amended Plan as set forth in this Article IV. As of the Confirmation Hearing, any Class of Claims which does not contain any Creditor's Claim will be deemed deleted automatically from the Amended Plan; and any Class which does not contain an Allowed Claim (or a Claim temporarily or provisionally allowed by the Bankruptcy Court pursuant to Bankruptcy Rule 3018(a)) will be deemed automatically deleted from the Amended Plan with respect to voting on confirmation of the Amended Plan.

B. Designation of Classes under the Amended Plan

Each Holder of a Claim, as defined in Bankruptcy Code §101(4), of whatever nature, whether or not scheduled, liquidated or unliquidated, absolute or contingent, including all Claims arising from the rejection of executory contracts and unexpired leases, will be bound by the provisions of the Plan as originally filed (to the extent the treatment provided under this Amended Plan does not alter the treatment provided in the Plan as originally filed) and this Amended Plan. The Amended Plan contains fifteen (15) classifications or sub-classifications of Claims and Equity Interests, as follows:

<u>Class</u>	<u>Status</u>
Class 1 – Priority Non Tax Claims	Unimpaired
Class 2A Secured Claims of ALLY/GMAC	Unimpaired
Class 2B Secured Claims of Honda	Unimpaired
Class 2C Secured Claims of Arvest	Unimpaired
Class 2D Secured Claim of Cisco Systems	Unimpaired
Class 2E Secured Claim of Coastal Bank	Impaired
Class 2F Secured Claims of Earl Dudley	Impaired

Class 2G Secured Mortgage Claim of Premier	Unimpaired
Class 2H Secured Equipment Claims of Premier	Unimpaired
Class 2I Secured Claims of Trinity Bank	Unimpaired
Class 2J Secured Claims of Wells Fargo	Unimpaired
Class 3—General Unsecured Claims	Unimpaired
Class 4—Convenience Claims	Impaired
Class 5A—Debtor's Non-Insider Equity Interests	Impaired or Unimpaired based upon Holder's Election
Class 5B—Debtor's Insider Equity Interests	Impaired

C. Treatment of Classes.

1. Class 1: Priority Non Tax Claims

a) Impairment and Voting. Class 1 consists of all Priority Non-Tax Claims, which are Claims, other than Administrative Expense Claims and Priority Tax Claims, to the extent entitled to priority under Bankruptcy Code § 507(a). **Class 1 is Unimpaired.** As the treatment provided to the Holders of Allowed Priority Non-Tax Claims has not been altered from the treatment provided in the Plan as originally filed, each Holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Amended Plan and is not entitled to vote to accept or reject the Amended Plan.

b) Treatment. The Debtor has scheduled several current and former employees that hold Priority Non Tax Claims in the aggregate amount of 39,509.09. Holders of Allowed Class 1 Claims will be paid at the Reorganized Debtor's option as follows: (a) the full amount of such Allowed Priority Non-Tax Claim, less any amounts received post-Petition in accordance with orders entered by the Bankruptcy Court allowing such payments, on the latest of (i) the Effective Date, (ii) the date such Claim is Allowed by the Bankruptcy Court, or (iii) the date such Claim becomes payable in accordance with its terms; or (b) on such other terms as may be agreed to by the Holder of such Allowed Priority Non-Tax Claim.

2. Class 2A: Secured Claims of ALLY/GMAC

- a) Impairment and Voting. **Class 2A is Unimpaired** by the Amended Plan. As the treatment provided to ALLY/GMAC has not been altered from the treatment provided in the Plan as originally filed, ALLY/GMAC is conclusively presumed to have accepted the Amended Plan and is not entitled to vote to accept or reject the Amended Plan.
- b) Treatment/Reinstatement of Secured Claims of ALLY/GMAC. Except to the extent that the Secured Claims of ALLY/GMAC have been paid by the Debtor prior to the Effective Date or ALLY/GMAC agrees to a different treatment, the Secured Claims of ALLY/GMAC shall, in full and complete settlement, satisfaction and discharge of its Secured Claims, at the option of the Reorganized Debtor be, (i) reinstated by curing all outstanding defaults, and (ii) leaving unaltered the legal, equitable and contractual rights pursuant to Bankruptcy Code §1124(a)(2) and the resumption of all monthly payments as required under the terms of the documents evidencing the Debtor's obligations.
- c) Retention of Liens. Except to the extent that ALLY/GMAC has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, ALLY/GMAC shall retain the Liens on the ALLY/GMAC Collateral securing such Liens (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Claims as of the Effective Date until the Allowed Secured Claims have been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.
- d) Sale of ALLY/GMAC Collateral. At the sole discretion of the Reorganized Debtor, the ALLY/GMAC Collateral may be sold and the net proceeds up to the amount necessary to pay the then existing balance due on the Allowed Secured Claims of ALLY/GMAC shall be paid to ALLY/GMAC in full and complete settlement and satisfaction and discharge of the Allowed Secured Claims of ALLY/GMAC and all other treatment provided to ALLY/GMAC in the Amended Plan shall no longer be required.

3. Class 2B: Secured Claims of Honda

- a) Impairment and Voting. **Class 2B is Unimpaired** by the Amended Plan. As the treatment provided to Honda has not been altered from the treatment provided in the Plan as originally filed, Honda is conclusively presumed to have accepted the Amended Plan and is not entitled to vote to accept or reject the Amended Plan.
- b) Treatment/Reinstatement of Secured Claims of Honda. Except to the extent that the Secured Claims of Honda have been paid by the Debtor prior to the Effective Date or Honda agrees to a different treatment, the Secured Claims of Honda shall, in full and complete settlement, satisfaction and discharge of its Secured Claims, at the option of the Reorganized Debtor be, (i) reinstated by

curing all outstanding defaults, and (ii) leaving unaltered the legal, equitable and contractual rights pursuant to Bankruptcy Code §1124(a)(2) and the resumption of all monthly payments as required under the terms of the documents evidencing the Debtor's obligations.

c) Retention of Liens. Except to the extent that Honda has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, Honda shall retain the Liens on the Honda Collateral securing such Liens (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Claims as of the Effective Date until the Allowed Secured Claims have been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.

d) Sale of Honda's Collateral. At the sole discretion of the Reorganized Debtor, the Honda Collateral may be sold and the net proceeds up to the amount necessary to pay the then existing balance due on the Allowed Secured Claims of Honda shall be paid to Honda in full and complete settlement and satisfaction and discharge of the Allowed Secured Claims of Honda and all other treatment provided to Honda in the Amended Plan shall no longer be required.

4. Class 2C: Secured Claims of Arvest

a) Impairment and Voting. **Class 2C is Unimpaired** by the Amended Plan. As the treatment provided to Arvest has not been altered from the treatment provided in the Plan as originally filed, Arvest is conclusively presumed to have accepted the Amended Plan and is not entitled to vote to accept or reject the Amended Plan.

b) Treatment/Reinstatement of Secured Claims of Arvest. Except to the extent that the Secured Claims of Arvest have been paid by the Debtor prior to the Effective Date or Arvest agrees to a different treatment, the Secured Claims of Arvest shall, in full and complete settlement, satisfaction and discharge of its Secured Claims, at the option of the Reorganized Debtor be, (i) reinstated by curing all outstanding defaults, and (ii) leaving unaltered the legal, equitable and contractual rights pursuant to Bankruptcy Code §1124(a)(2) and the resumption of all monthly payments as required under the terms of the documents evidencing the Debtor's obligations

c) Retention of Liens. Except to the extent that Arvest has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, Arvest shall retain the Liens on the Arvest Collateral securing such Liens (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Claims as of the Effective Date until the Allowed Secured Claims have been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.

d) Sale of Arvest's Collateral. At the sole discretion of the Reorganized Debtor, the Arvest Collateral may be sold and the net proceeds up to the amount

necessary to pay the then existing balance due on the Allowed Secured Claims of Arvest shall be paid to Arvest in full and complete settlement and satisfaction and discharge of the Allowed Secured Claims of Arvest and all other treatment provided to Arvest in the Amended Plan shall no longer be required.

5. Class 2D: Secured Claim of Cisco Systems

a) Impairment and Voting. **Class 2D is Unimpaired** by the Amended Plan. As the treatment provided to Cisco Systems has not been altered from the treatment provided in the Plan as originally filed, Cisco Systems is conclusively presumed to have accepted the Amended Plan and is not entitled to vote to accept or reject the Amended Plan.

b) Treatment/Reinstatement of Secured Claims of Cisco Systems Except to the extent that the Secured Claim of Cisco Systems has been paid by the Debtor prior to the Effective Date or Cisco Systems agrees to a different treatment, the Secured Claim of Cisco Systems shall, in full and complete settlement, satisfaction and discharge of its Secured Claim, at the option of the Reorganized Debtor be, (i) reinstated by curing all outstanding defaults, and (ii) leaving unaltered the legal, equitable and contractual rights pursuant to Bankruptcy Code §1124(a)(2) and the resumption of all monthly payments as required under the terms of the documents evidencing the Debtor's obligations.

c) Retention of Liens. Except to the extent that Cisco Systems has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, Cisco Systems shall retain the Liens on the Cisco Systems Collateral securing such Liens (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Claim as of the Effective Date until the Allowed Secured Claim has been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.

d) Sale of the Cisco Systems Collateral. At the sole discretion of the Reorganized Debtor, the Cisco Systems Collateral may be sold and the net proceeds up to the amount necessary to pay the then existing balance due on the Allowed Secured Claim of Cisco Systems shall be paid to Cisco Systems in full and complete settlement and satisfaction and discharge of the Allowed Secured Claim of Cisco Systems and all other treatment provided to Cisco Systems in the Amended Plan shall no longer be required.

6. Class 2E: Secured Claim of Coastal Bank

a) Impairment and Voting. **Class 2E is Impaired** by the Amended Plan. As the treatment provided to Coastal Bank has not been altered from the treatment provided in the Plan as originally filed, Coastal Bank's Ballot accepting the treatment provided in the Plan as originally filed is equally applicable to the Amended Plan.

b) Treatment of Coastal Bank Secured Claim. Except to the extent that the Secured Claim of Coastal Bank has been paid by the Debtor prior to the Effective Date or Coastal Bank agrees to a different treatment, the Secured Claim of Coastal Bank shall, in full and complete settlement, satisfaction and discharge of its Secured Claim, at the option of the Reorganized Debtor be modified as follows: (i) the maturity date under the documents evidencing the Debtor's obligations to Coastal Bank shall be extended to November 30, 2019, (ii) the Reorganized Debtor shall make regular monthly payments to Coastal Bank in the same amount and under the same terms as previously made by the Debtor and shall continue to make them until the earlier of (A) the date on which the balance is paid in full or (B) the extended maturity date, (iii) upon receipt of the payments specified in herein, if the loan has not been paid in full by extended maturity date, the loan shall mature and the Reorganized Debtor shall be responsible for the payment of the amounts remaining due under the documents evidencing the Debtor's obligations, if any.

c) Retention of Liens. Except to the extent that Coastal Bank has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, Coastal Bank shall retain the Liens on the Coastal Bank Collateral securing such Liens (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Claim as of the Effective Date until the Allowed Secured Claim have been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.

d) Sale of the Coastal Bank Collateral. At the sole discretion of the Reorganized Debtor, the Coastal Bank Collateral may be sold and the net proceeds up to the amount necessary to pay the then existing balance due on the Allowed Secured Claim of Coastal Bank shall be paid to Coastal Bank in full and complete settlement and satisfaction and discharge of the Allowed Secured Claims of Coastal Bank and all other treatment provided to Coastal Bank in the Amended Plan shall no longer be required.

7. Class 2F: Secured Claims of Earl Dudley

a) Impairment and Voting. **Class 2F is Impaired** by the Amended Plan. As the treatment provided to Earl Dudley has not been altered from the treatment provided in the Plan as originally filed, Earl Dudley's Ballot accepting the treatment provided in the Plan as originally filed is equally applicable to the Amended Plan.

b) Treatment of the Earl Dudley Allowed Secured Claims. Except to the extent that the Secured Claims of Earl Dudley have been paid by the Debtor prior to the Effective Date or Earl Dudley agrees to a different treatment, the Secured Claims of Earl Dudley shall, in full and complete settlement, satisfaction and discharge of its Secured Claims, at the option of the Reorganized Debtor be

modified as follows: the entire principal balance shall subject a reduced rate of interest of six percent (6.00%) and then be paid in equal monthly installments of principal and interest in an amount based on the entire Earl Dudley Allowed Secured Claims less any amount of payments made by the Debtor post-Petition but pre-Confirmation, said payment being amortized over the remaining term under the original loan agreement; each installment to be paid on the first day of each month commencing the first day of the first month following the Effective Date and continuing on the first day of each of each successive month until the Earl Dudley Allowed Secured Claims are paid in full.

c) Retention of Liens. Except to the extent that Earl Dudley has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, Earl Dudley shall retain the Liens on the Earl Dudley Collateral securing such Liens (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Claims as of the Effective Date until the Allowed Secured Claims have been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.

d) Sale of the Earl Dudley Collateral. At the sole discretion of the Reorganized Debtor, the Earl Dudley Collateral may be sold and the net proceeds up to the amount necessary to pay the then existing balance due on the Allowed Secured Claims of Earl Dudley shall be paid to Earl Dudley in full and complete settlement and satisfaction and discharge of the Allowed Secured Claims of Earl Dudley and all other treatment provided to Earl Dudley in the Amended Plan shall no longer be required.

8. Class 2G: Secured Mortgage Claim of Premier Bank

a) Impairment and Voting. **Class 2G is Unimpaired** by the Amended Plan. As the treatment provided to Premier Bank has not been altered from the treatment provided in the Plan as originally filed, Premier Bank is conclusively presumed to have accepted the Amended Plan and is not entitled to vote to accept or reject the Amended Plan.

b) Treatment/Reinstatement of Secured Mortgage Claim of Premier Bank. Except to the extent that the Secured Mortgage Claim of Premier Bank has been paid by the Debtor prior to the Effective Date or Premier Bank agrees to a different treatment, the Secured Mortgage Claim of Premier Bank shall, in full and complete settlement, satisfaction and discharge of its Secured Mortgage Claim, at the option of the Reorganized Debtor be, (i) reinstated by curing all outstanding defaults, and (ii) leaving unaltered the legal, equitable and contractual rights pursuant to Bankruptcy Code §1124(a)(2) and the resumption of all monthly payments as required under the terms of the documents evidencing the Debtor's obligations.

c) Retention of Liens. Except to the extent that Premier Bank has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, Premier Bank shall retain the Liens on the Office Property (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Mortgage Claim as of the Effective Date until the Allowed Secured Mortgage Claim has been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.

d) Sale of the Office Property. At the sole discretion of the Reorganized Debtor, the Office Property may be sold and the net proceeds up to the amount necessary to pay the then existing balance due on the Allowed Secured Mortgage Claim of Premier Bank shall be paid to Premier Bank in full and complete settlement and satisfaction and discharge of the Allowed Secured Mortgage Claim of Premier Bank and all other treatment provided to Premier Bank in the Amended Plan shall no longer be required.

9. Class 2H: Secured Equipment Claims of Premier Bank

a) Impairment and Voting. **Class 2H is Unimpaired** by the Amended Plan. As the treatment provided to Premier Bank has not been altered from the treatment provided in the Plan as originally filed, Premier Bank is conclusively presumed to have accepted the Amended Plan and is not entitled to vote to accept or reject the Amended Plan.

b) Treatment/Reinstatement of Secured Equipment Claim of Premier Bank. Except to the extent that the Secured Equipment Claim of Premier Bank has been paid by the Debtor prior to the Effective Date or Premier Bank agrees to a different treatment, the Secured Equipment Claim of Premier Bank shall, in full and complete settlement, satisfaction and discharge of its Secured Equipment Claim, at the option of the Reorganized Debtor be, (i) reinstated by curing all outstanding defaults, and (ii) leaving unaltered the legal, equitable and contractual rights pursuant to Bankruptcy Code §1124(a)(2) and the resumption of all monthly payments as required under the terms of the documents evidencing the Debtor's obligations.

c) Retention of Liens. Except to the extent that Premier Bank has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, Premier Bank shall retain the Liens on the Collateral securing such Liens (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Equipment Claim as of the Effective Date until the Allowed Secured Equipment Claim has been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.

d) Sale of the Premier Bank Collateral. At the sole discretion of the Reorganized Debtor, the Premier Bank Collateral may be sold and the net

proceeds up to the amount necessary to pay the then existing balance due on the Allowed Secured Equipment Claim of Premier Bank shall be paid to Premier Bank in full and complete settlement and satisfaction and discharge of the Allowed Secured Equipment Claim of Premier Bank and all other treatment provided to Premier Bank in the Amended Plan shall no longer be required.

10. Class 2I: Secured Claim of Trinity

- a) Impairment and Voting. **Class 2I is Unimpaired** by the Amended Plan. As the treatment provided to Trinity has not been altered from the treatment provided in the Plan as originally filed, Trinity is conclusively presumed to have accepted the Amended Plan and is not entitled to vote to accept or reject the Amended Plan.
- b) Treatment/Reinstatement of Secured Claims of Trinity. Except to the extent that the Secured Claims of Trinity has been paid by the Debtor prior to the Effective Date or Trinity agrees to a different treatment, the Secured Claims of Trinity shall, in full and complete settlement, satisfaction and discharge of its Secured Claims, at the option of the Reorganized Debtor be, (i) reinstated by curing all outstanding defaults, and (ii) leaving unaltered the legal, equitable and contractual rights pursuant to Bankruptcy Code §1124(a)(2) and the resumption of all monthly payments as required under the terms of the documents evidencing the Debtor's obligations.
- c) Retention of Liens. Except to the extent that Trinity has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, Trinity shall retain the Liens on the Trinity Collateral securing such Liens (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Claims as of the Effective Date until the Allowed Secured Claims have been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.
- d) Sale of the Trinity Collateral. At the sole discretion of the Reorganized Debtor, the Trinity Collateral may be sold and the net proceeds up to the amount necessary to pay the then existing balance due on the Allowed Secured Claims of Trinity shall be paid to Trinity in full and complete settlement and satisfaction and discharge of the Allowed Secured Claims of Trinity and all other treatment provided to Trinity in the Amended Plan shall no longer be required.

11. Class 2J: Secured Claim of Wells Fargo

- a) Impairment and Voting. **Class 2J is Unimpaired** by the Amended Plan. As the treatment provided to Wells Fargo has not been altered from the treatment provided in the Plan as originally filed, Wells Fargo is conclusively presumed to have accepted the Amended Plan and is not entitled to vote to accept or reject the Amended Plan.

- b) Treatment/Reinstatement of Secured Claims of Wells Fargo. (b) Except to the extent that the Secured Claim of Wells Fargo has been paid by the Debtor prior to the Effective Date or Wells Fargo agrees to a different treatment, the Secured Claim of Wells Fargo shall, in full and complete settlement, satisfaction and discharge of its Secured Claim, at the option of the Reorganized Debtor be, (i) reinstated by curing all outstanding defaults, and (ii) leaving unaltered the legal, equitable and contractual rights pursuant to Bankruptcy Code §1124(a)(2) and the resumption of all monthly payments as required under the terms of the documents evidencing the Debtor's obligations.
- c) Retention of Liens. Except to the extent that Wells Fargo has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, Wells Fargo shall retain the Liens on the Wells Fargo Collateral securing such Liens (or replacement Liens as may be contemplated under non-bankruptcy law) securing its Allowed Secured Claim as of the Effective Date until the Allowed Secured Claim have been fully paid hereunder, at which time such Liens shall be deemed null and void and shall be unenforceable for all purposes against the Reorganized Debtor.
- d) Sale of the Wells Fargo Collateral. At the sole discretion of the Reorganized Debtor, the Wells Fargo Collateral may be sold and the net proceeds up to the amount necessary to pay the then existing balance due on the Allowed Secured Claim of Wells Fargo shall be paid to Wells Fargo in full and complete settlement and satisfaction and discharge of the Allowed Secured Claim of Wells Fargo and all other treatment provided to Wells Fargo in the Amended Plan shall no longer be required.

12. Class 3: General Unsecured Claims

- a) Impairment and Voting. **Class 3 is Unimpaired** by the Amended Plan. As the treatment provided to Holders of Allowed Class 3 Claims has not been altered from the treatment provided in the Plan as originally filed, the Ballots cast by such Holders of Allowed Claims, which unanimously accepted the Plan as originally filed, are equally applicable to Amended Plan.
- b) Treatment of General Unsecured Claims. Each Holder of an Allowed General Unsecured Claim shall receive, in full and complete settlement, satisfaction and discharge of such Allowed Claim equal monthly payments, commencing on or before the First Distribution Date and continuing for twenty-three (23) additional months until each Holder has received one hundred percent (100%) of its Allowed Claim plus interest on account of its Allowed Claim in the amount of as set forth as the Prime Rate in the Wall Street Journal as of the Effective Date.
- c) Interim Distribution and/or Reserve Pending Allowance of Claims. As the Bar Date for filing Claims has not yet passed, the Debtor will not be able to

complete a full analysis of all claims until after the Bar Date passes and all claims have been filed. To the extent the Debtor has scheduled a General Unsecured Claim that is not contingent, unliquidated or disputed and the Debtor's books and records as of the Confirmation Date show that such General Unsecured Claim has not been paid by the Debtor pursuant to Orders of the Bankruptcy Court allowing such payment, the Disbursing Agent, may make an interim Distribution on account of such General Unsecured Claims based upon the amount scheduled by the Debtor. Any interim Distribution made by the Disbursing Agent shall not serve to waive any objection the Reorganized Debtor may file in the event a Holder receiving such interim Distribution subsequently files a Proof of Claim in an amount higher than the amount shown on the Debtor's books and records. In the event the Debtor is unable to confirm the balance due to the Holder of a General Unsecured Claim as of the Confirmation Date, the Reorganized Debtor shall reserve funds based upon the amount of the scheduled Claim or the amount shown as due in the Debtor's books and records as of the Confirmation Date until the amount of such Claim is finally determined or a Proof of Claim is filed. Upon the final determination of a General Unsecured Claim by either (i) objection by the Debtor or Reorganized Debtor in accordance with this Amended Plan, (ii) the filing of a Proof of Claim to which the Debtor has no objection, or (iii) an agreement between the Debtor or Reorganized Debtor and the Holder of a General Unsecured Claim, the Disbursing Agent will make a Distribution as soon as practicable or on the next scheduled Disbursement Date.

13. Class 4 – Convenience Claims

a) Impairment and Voting. Class 4 is **Impaired** by the Amended Plan. As the treatment provided to Holders of Allowed Class 4 Claims has not been altered from the treatment provided in the Plan as originally filed, the Ballots cast by such Holders of Allowed Claims, which unanimously accepted the Plan as originally filed, are equally applicable to Amended Plan.

b) Treatment of Convenience Claims. Each Holder of an Allowed General Convenience Claim shall receive, in full and complete settlement, satisfaction and discharge of such Allowed Claim from the Distribution Fund, one hundred percent (100%) of its Allowed Claim, without interest, paid in equal monthly installments commencing on the Effective Date and continuing each month thereafter for an additional four (4) months.

14. Class 5A – Debtor's Non-Insider Equity Interests

a) Impairment and Voting. Class 5A is comprised of Allowed Non-Insider Equity Interests. Class 5 is Impaired or Unimpaired by the Amended Plan based upon the option each Holder of a Class 5A Equity Interest elects as set forth herein.

b) Treatment. All Class 5A Equity Interests shall be cancelled on the Confirmation Date. Each Holder of an Allowed Class 5A Equity Interest shall receive, at the Sole Option of the Holder, in exchange for the cancellation of the Holder's Equity Interest (and the surrender of all documents evidencing same) and in complete satisfaction, discharge and release of all Equity Interests, one of the following two treatments:

(1) Option A. At the Holders sole discretion, if this option is selected, the Holder shall receive a promissory note in an amount representing his, her or its pro-rata share of the value of the Debtor as determined by the Bankruptcy Court on or about April 16, 2012. The terms of the promissory note and payment(s) shall be as follows:

(a) The Promissory shall accrue interest commencing on the Effective Date of the Amended Plan, based upon the Prime Rate as posted in the Wall Street Journal as of the Confirmation Date.

(b) Payments shall commence on the later of (i) the first day of the first month following the completion of all payments to Holders of Allowed Class 3 Claims and continuing on the first day of each month thereafter for twenty-three (23) months until the Promissory Note is paid in full or (ii) the first day of the first month following a determination that the Holder has an Allowed Class 5A interest, and continuing on the first day of each month thereafter for twenty-three (23) months until the Promissory Note is paid in full.

(c) The payments made in accordance with paragraph (b) above shall be made in equal monthly installments representing principal and interest amortized over the twenty four (24) month repayment period.

(d) On the first date payments are made in accordance with paragraph (b) above, the amount of interest that has accrued from the Effective Date to the date of the first payment shall be paid in a lump sum.

(e) Should the Holder of a Class 5A Equity Interest elect Option A, such Holder shall be deemed Unimpaired under the Amended Plan as the Holder shall be receiving, as of the Effective Date,

the value of his, her or its Interest, and shall be presumed to have accepted the Amended Plan.

(f) There shall be no prepayment penalty assessed against the Debtor or the Reorganized Debtor should payments commence prior to the date set forth in paragraph (b) above, or if the Reorganized Debtor, in its sole discretion shall pay in whole or in part any amount then due on the promissory note prior to its maturity date.

(2) Option B. At the Holder's sole discretion, the Holder may elect to receive a promissory note as set forth in Option A but shall immediately and irrevocably tender said promissory note to the Reorganized Debtor in exchange for a lump sum payment, without interest, equal to fifty-three percent (53.2%) of the principal amount set forth in the promissory note. Said lump sum payment to be made no later than sixty (60) days after the Effective Date.

(a) Should the Holder of a Class 5A Equity Interest elect Option B, such Holder shall be deemed Impaired under the Amended Plan; however, the election of Option B shall also be considered the acceptance of such treatment and the acceptance of the Debtor's Amended Plan.

(3) Should the Holder of a Class 5A Equity Interest cast a ballot to reject the Plan and does not elect either Option A or Option B, the Debtor reserves the right to seek approval of this Amended Plan notwithstanding any rejections received from Holders of Class 5A Equity Interests. Should the Court approve this Amended Plan over the objections of any Holder of a Class 5A Equity Interest, any Holder who did not cast a Ballot or who cast a Ballot rejecting this Amended Plan shall be treated as having elected Option A above and shall be entitled to the treatment set forth herein.

c) Nothing contained in this section providing for the satisfaction, discharge and release of all Class 5A Non-Insider Equity Interest shall in any way limit the provisions of Article IX herein and all of its subparts.

15. Class 5B – Debtor's Insider Equity Interests

a) Impairment and Voting. Class 5B is comprised of the Debtor's Insider Equity Interests. Class 5B is Impaired by the Plan. All Class 5B Equity Interests shall be cancelled on the Confirmation Date.

b) Treatment. Each Holder of an Allowed Class 5B Equity Interest shall receive, in exchange for the cancellation of the Holder's Equity Interest (and the surrender of all documents evidencing same) and in complete satisfaction, discharge and release of all Equity Interests no distribution on account of such Equity Interests and will retain no property on account of such Equity Interest, is therefore deemed to have rejected the Plan and is therefore not entitled to vote to accept or reject the Plan.

V. PROCEDURES FOR RESOLVING AND TREATING DISPUTED ADMINISTRATIVE EXPENSE CLAIMS AND GENERAL UNSECURED CLAIMS

A. Objections to and Resolution of Administrative Expense Claims and Claims

Except as to applications for allowance of compensation and reimbursement of expenses under Bankruptcy Code §§330, 331 and/or 503, the Reorganized Debtor shall, on and after the Effective Date, have the exclusive right to make and file objections to Administrative Expense Claims and Claims. On and after the Effective Date, the Reorganized Debtor shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to Administrative Expense Claims and Claims and compromise, settle or otherwise resolve Disputed Administrative Expense Claims and Disputed Claims without approval of the Bankruptcy Court. Unless otherwise ordered by the Bankruptcy Court, the Debtor and, on and after the Effective Date, the Reorganized Debtor, shall file all objections to Administrative Expense Claims that are the subject of Proofs of Claim or requests for payment filed with the Bankruptcy Court (other than applications for allowances of compensation and reimbursement of expenses) and Claims and serve such objections upon the Holder of the Administrative Expense Claim or Claim as to which the objection is made as soon as is practicable, but in no event later than sixty (60) days after the Effective Date or such later date as may be approved by the Bankruptcy Court.

B. No Distribution Pending Allowance

Notwithstanding any other provision of the Plan as originally filed and this Amended Plan, no Cash shall be distributed under the Amended Plan on account of any Disputed Claim unless and until such Claim is deemed Allowed.

C. Estimation

The Debtor may, at any time, request that the Bankruptcy Court estimate any contingent or Disputed Claim pursuant to Bankruptcy Code §502(c) regardless of whether the Debtor has previously objected to such Claim. In the event the Bankruptcy Court estimates any contingent or Disputed Claim, the estimated amount may constitute a maximum limitation on such Claim, as determined by the Bankruptcy Court. Notwithstanding this, the Debtor or the Reorganized Debtor may elect to pursue any

supplemental proceedings to object to the allowance and payment of such Claim. All of the aforementioned Claims objection and estimation procedures are cumulative and not exclusive of one another.

D. Reserve for Disputed General Unsecured Claims

On and after the Effective Date, the Reorganized Debtor shall hold in a segregated reserve accounts (the "Disputed General Unsecured Claims Reserve"), Cash in an aggregate amount sufficient to pay to each Holder of a Disputed General Unsecured Claim at the time distributions are made pursuant to the Amended Plan the amount of Cash that such Holder would have been entitled to receive if such Claim had been an Allowed Claim on the Effective Date. If practicable, the Reorganized Debtor may invest Cash in the Disputed General Unsecured Claims Reserve in a manner consistent with Bankruptcy Code §345. Nothing contained herein shall be deemed to entitle the Holder of a Disputed Claim to post-Petition Date interest on such Claim.

E. Allowance and Payment of Disputed Claims

If, on or after the Effective Date, any Disputed General Unsecured Claim is deemed Allowed, the Disbursing Agent, shall, by the fifteenth (15th) business Day of the first month following the month in which such Claim is Allowed, distribute from the Disputed General Unsecured Claims Reserve to the Holder of such Allowed Claim the amount of Cash that would have been distributed to such Holder under the Amended Plan on the date(s) distribution(s) previously was/were made to Holders of Allowed General Unsecured Claims had such Claim been an Allowed Claim on such date(s).

F. Release of Funds from Disputed General Unsecured Claims Reserve

If at any time or from time to time after the Effective Date, there shall be Cash in the Disputed General Unsecured Claims Reserve in an amount in excess of the Reorganized Debtor's maximum remaining payment obligations to the then existing Holders of Disputed General Unsecured Claim under the Amended Plan, such excess funds shall become available to the Reorganized Debtor generally and may be used to satisfy the costs of administering and consummating the plan or as otherwise needed.

VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption of Executory Contracts and Unexpired Leases

1. Executory Contract and Unexpired Leases

Pursuant to Bankruptcy Code §§365(a) and 1123(b)(2), all executory contracts and unexpired leases that exist between the Debtor and any Person or Entity shall be deemed assumed by the Debtor and assigned to the Reorganized Debtor on the Confirmation Date and effective as of the Effective Date, except for any executory contract or unexpired lease (a) that has been rejected pursuant to an order of the Bankruptcy Court entered prior to the Confirmation Date, (b) as to which a motion for

rejection of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date or (c) is specifically identified in the Plan as originally filed or this Amended Plan and/or Disclosure Statement as being rejected. The Debtor does not intend to reject any executory contracts or unexpired leases.

2. Approval of Assumption

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval, pursuant to Bankruptcy Code §§365(a) and 1123(b)(2), of the assumption of the executory contracts and unexpired leases assumed pursuant to Section A hereof.

3. Cure of Defaults

Except as may otherwise be agreed to by the parties, any and all undisputed defaults under any executory contract or unexpired lease assumed by the Debtor pursuant to Section A hereof shall be satisfied by Cure, in accordance with Bankruptcy Code §365(b)(1). In the event of a dispute regarding (a) the amount of any Cure payment, (b) the ability of the Reorganized Debtor to provide “adequate assurance of future performance” within the meaning of Bankruptcy Code §365 under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the Cure payment(s) required shall be made following the entry of a Final Order resolving the dispute. All disputed defaults that are required to be Cured shall be Cured either within thirty (30) days of the entry of a Final Order determining the amount, if any, of the Reorganized Debtor’s liability with respect thereto, or as may otherwise be agreed to by the parties.

4. Objections to Assumption or Rejection of Executory Contracts and Unexpired Leases

Any party objecting to the Debtor’s proposed assumption or rejection of an executory contract or unexpired lease identified for the first time in this Amended Plan must file and serve a written objection to the assumption or rejection of such contract or lease within the deadline set for objecting to Confirmation of the Amended Plan. The Bankruptcy Court shall resolve all disputes regarding assumption or rejection of executory contracts and unexpired leases at the Confirmation Hearing. Failure to file an objection within the stated time limit shall constitute consent to the assumption or rejection of the lease or contract, including an acknowledgment that the proposed assumption provides adequate assurance of future performance by the Debtor and that the Cure is accurate and sufficient for purposes of Bankruptcy Code §365.

B. Bar Date for Rejection Damages Claims

If the rejection of any executory contract or unexpired lease gives rise to a Claim by the other party or parties to such contract or lease, the Claim Holder must file and serve on the Debtor and Debtor’s counsel a Proof of Claim within thirty (30) days after the earlier of (i) the date of entry of the first order of the Bankruptcy Court rejecting the

executory contract or unexpired lease, or (ii) such other date as may be fixed by the Bankruptcy Court. Failure to file and serve such Proof of Claim shall serve as a waiver of any such Claim, and the Holder of such Claim shall be forever barred from asserting such Claim against the Debtor.

VII. MEANS OF EFFECTUATING THE PLAN

A. Funding for the Amended Plan

1. Cash on Hand as of the Effective Date

The Reorganized Debtor shall contribute up to \$59,186.96 of the Cash on hand as of the Effective Date as Confirmation Funds for the payment of Allowed Administrative Expense Claims, Allowed Professional Compensation Claims, Allowed Priority Tax Claims, the amount of any Cure due to Holders of Allowed Secured Claims, the amount of any Cure due on account of Assumed Executory Contracts, Allowed Priority Non-Tax Claims and the Initial Distribution to Holders of Convenience Claims (the "Confirmation Payments"). To the extent Confirmation Funds remain following the payment of the above-enumerated Confirmation Payments, the remaining Confirmation Funds shall be transferred to the Distribution Fund for the payment of Allowed General Unsecured Claims and further Distributions on Allowed Convenience Claims. To the extent the Cash contributed as Confirmation Funds is insufficient to pay the Confirmation Payments, the Pre-Confirmation Receivable Revenues shall be used to pay all remaining Confirmation Payments and upon the payment in full of all such claims, the balance of the Confirmation Funds shall be transferred to the Distribution Fund for the payment of Allowed General Unsecured Claims and Allowed Convenience Claims.

2. Pre-Confirmation Receivable Revenues

The Reorganized Debtor shall contribute up to \$125,000 from the Pre-Confirmation Receivable Revenues to the pay the Confirmation Payments, as needed, and to then Distribution Fund to pay Allowed General Unsecured Claims and Convenience Claims, as needed.

3. Post-Confirmation Receivable Revenues

To the extent necessary, the Reorganized Debtor shall contribute its net Post-Confirmation Receivable Revenues, after the payment of all Confirmation Payments, to the Distribution Fund until all Allowed General Unsecured Claims, Allowed Convenience Claims and Allowed Class 5A Interests are paid in accordance with the Amended Plan. The Reorganized Debtor shall also be responsible for payment of all post-Confirmation fees to the US Trustee.

4. Collection of Accounts Receivable

The Reorganized Debtor shall pursue collection of all pre-Confirmation Accounts Receivable and said collections shall be utilized as set forth in this Article.

5. Post-confirmation Income and Expenses

As indicated by the Projections, the Debtor anticipates that the Reorganized Debtor will have sufficient income from all sources to make all payments as contemplated herein and in the Plan as originally filed.

B. Distributions under the Amended Plan

1. Plan Administration

All distributions under the Amended Plan shall be made by the Disbursing Agent in accordance with the priorities established by the Amended Plan.

2. Dates of Distributions

Distributions shall be made in accordance with the Amended Plan (each a "Distribution Date"). Any distribution required to be made on the date on which a Claim becomes an Allowed Claim will be deemed to be made on such date if the distribution is made on the nearest Distribution Date occurring after such date.

3. Manner of Distributions

At the option of the Reorganized Debtor, distributions may be made in Cash, by wire transfer or by a check drawn on a domestic bank. No distributions shall be made on Claims that are less than ten (\$10.00) dollars in amount, unless request is made in writing to the Reorganized Debtor. However, should any monthly distribution to the Holder of an Allowed General Unsecured Claim or Allowed Convenience Class be less than \$10.00, the Disbursing Agent shall reserve such Holder's monthly distribution until such time as the monthly amounts due to such Holder are equal to or greater than \$10.00 at which time, the accumulated distribution shall be made. Distributions to the Holders of Allowed Claims will be made as follows: (a) at the address set forth in the Debtor's Schedules, unless superseded by the address set forth on the Proofs of Claim filed by Holders of Claims, or (b) at the address set forth in any written notice of address change delivered to the Debtor or the Reorganized Debtor after the date of filing of any Proof of Claim.

4. Undeliverable and Unclaimed Distributions

If any Holder's distribution is returned as undeliverable, the Reorganized Debtor will take reasonable steps to attempt to deliver the distribution to the Holder of the Allowed Claim. Any Holder of an Allowed Claim that does not advise the Reorganized Debtor that it has not received its, his or her distribution within four (4) months after the date of attempted distribution will have its, his or her Claim for such undeliverable distribution discharged and will be forever barred from asserting any such Claim against the Reorganized Debtor or their property. Distributions must be negotiated within 120 days of the date of distribution. Any distributions which are undeliverable and unclaimed or have not been cashed within the time periods set forth above, shall become available

for distribution to the Holders of Allowed Claims in accordance with the Amended Plan and the Holder of an unclaimed or undeliverable distribution shall not be entitled to any further distribution under the Amended Plan.

5. Withholding

The Debtor or, after the Effective date, the Reorganized Debtor may at any time withhold from any Distribution to any Holder of an Allowed Claim (except the Internal Revenue Service) such amounts sufficient to pay any Tax or other charge that has been or may be imposed on such Holder with respect to the amount distributable or to be distributed under the income Tax laws of the United States or any other Governmental Authority by reason of any Distribution provided for in Plan as originally filed or in this Amended Plan, whenever such withholding is determined by the Debtor, or after the Effective Date, the Reorganized Debtor and in its sole discretion, to be required by any Law. The Debtor, or after the Effective Date, the Reorganized Debtor in the exercise of its sole discretion may enter into agreements with taxing or other Governmental Authorities for the payment of such amounts that may be withheld in accordance with the provision of this section. Notwithstanding the foregoing but without prejudice to any rights of the Debtor or, after the Effective Date, the Reorganized Debtor, such Holder of an Allowed Claim shall have the right with respect to the United States, or any other Governmental Authority, to contest the imposition of any tax or other charge by reason of any Distribution under the Amended Plan.

6. Existing Securities and Agreements

Upon the Effective Date, except as otherwise provided in the Disclosure Statement, the Plan as originally filed or this Amended Plan, the Reorganized Debtor shall determine whether it is necessary for any Holder of any debenture, promissory note, pledge agreement, guarantee, mortgage, financing statement, or other instrument evidencing a Claim or a Lien related thereto to surrender such document and/or to execute such other documents to evidence the satisfaction and discharge of the Claim or Lien as provided for in the Amended Plan. The Reorganized Debtor shall provide prompt notice of the determination that surrender is necessary with respect to a Claim or Lien, and no Distribution on account thereof shall be made unless the surrender occurs, unless otherwise ordered by the Bankruptcy Court.

7. Tax Identification Number Affidavit

Upon request, the Debtor shall be entitled to obtain the appropriate form and/or affidavit, in a form acceptable to it in its reasonable discretion from each Entity that is to receive a Distribution under this Amended Plan as to that Entity's federal tax identification number, as a precondition to issuance of any Distribution.

C. Post Confirmation Management

Upon the Confirmation Date, the Debtor shall cease to exist and the Reorganized Debtor, having assumed the assets and liabilities as described in herein, shall be responsible for the day-to-day operations and all actions contemplated under, described in, or required herein. The following individuals will be responsible for the day-to-day operations of the Reorganized Debtor: John Gustin, President/Co-Manager, J. Bradley Mainor, Survey Co-Manager, Ross Binkley, Engineering Co-Manager and Timothy Bowden, Project Co-Manager (the "Gulf Atlantic Management"). Each of the managers shall execute employment agreements with Gulf Atlantic. Gulf Atlantic shall be organized as a multi-member, manager managed Florida Limited Liability Company. The Members of Gulf Atlantic are four irrevocable trusts: the Gustin Family Irrevocable Trust, the Mainor Family Irrevocable Trust, the Binkley Family Irrevocable Trust, and the Bowden Family Irrevocable Trust. The settlors of each of the irrevocable family trusts are neither members of the Gulf Atlantic Management nor shareholders of the Debtor.

VIII. ACCEPTANCE OR REJECTION OF THE PLAN

A. Voting of Claims

Each Holder of an Allowed Claim in an Impaired Class of Claims pursuant to Article IV of the Amended Plan is entitled to vote to accept or reject the Amended Plan except if a Holder of an Allowed Claim in an Impaired Class will receive nothing under the Amended Plan. For purposes of calculating the number of Allowed Claims in a Class of Claims that have voted to accept or reject the Plan as originally filed or this Amended Plan (to the extent a Holder of a Claim or Interest did not previously have the right to vote to accept or reject the Plan as originally filed) under Bankruptcy Code §1126(c), all Allowed Claims in such Class held by an Entity or any Affiliate thereof shall be aggregated and treated as one Allowed Claim in such Class.

B. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from the Amended Plan for purposes of voting to accept or reject the Amended Plan and for purposes of determining acceptance or rejection of the Amended Plan by such Class pursuant to Bankruptcy Code §1129(a)(8).

C. Class Acceptance Requirement

An Impaired Class of Claims shall have accepted the Amended Plan if (i) the Holders (other than any Holder designated under Bankruptcy Code §1126(e)) of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Amended Plan and (ii) the Holders (other than any Holder designated under Bankruptcy Code §1126(e)) of more than one-half (1/2) in number of the Allowed

Claims actually voting in such Class have voted to accept the Amended Plan. For purposes of calculating the number of Allowed Claims in a class of Claims held by Holders of Allowed Claims in such class that have voted to accept or reject the Amended Plan under Bankruptcy Code §1126(c), all Allowed Claims in such class held by one entity or any Affiliate shall be aggregated and treated as an Allowed Claim in such Class. Pursuant to the Plan as originally filed, and based upon the Report of Plan Voting filed by the Debtor on or about February 13, 2012 [dkt 221], all Classes that were Impaired under the Plan as originally filed that were entitled to vote to accept or reject the Plan voted unanimously to accept the Plan as originally filed. This Amended Plan does not alter the treatment provided to any of the Classes that voted on the Plan as originally filed.

D. Nonconsensual Confirmation (Cramdown)

If any Impaired Class of Claims entitled to vote shall not accept the Amended Plan by the requisite statutory majorities provided in Bankruptcy Code §1126(c), the Debtor reserves the right to amend the Amended Plan in accordance with Article XI hereof or undertake to have the Bankruptcy Court confirm the Amended Plan under Bankruptcy Code §1129(b) or both. With respect to any Impaired Classes of claims that are deemed to reject the Amended Plan, the Debtor shall request the Bankruptcy Court to confirm the plan under Bankruptcy Code §1129(b).

IX. EFFECT OF CONFIRMATION OF THE PLAN

A. Discharge

In conjunction with Bankruptcy Code §1141, except as otherwise provided for herein, the rights afforded herein and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor, and of its assets or properties of the Debtor's Estate. Except as otherwise provided in the Plan as originally filed and this Amended Plan, (i) on the Effective Date, all Claims against the Debtor shall be satisfied, discharged and released in full, and (ii) all Persons shall be precluded from asserting against the Debtor, its Officers or Directors, its successors, or any of their assets or properties any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date, as well as any Debt of a kind specified in Bankruptcy Code §§502(g), 502(h), or 502(i), irrespective of whether (a) a Proof of Claim based on such a Debt has been filed, or deemed to have been filed, under Bankruptcy Code §§501 or 1111(a), (b) such Claim is allowed under Bankruptcy Code §502, or (c) the Holder of the Claim or Interest has accepted the Amended Plan.

B. Injunction

Except as otherwise expressly provided for herein, the Confirmation Order or a separate order of the Bankruptcy Court, all Entities who have held, hold or may hold Claims against the Debtor, are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtor or the Reorganized Debtor on account of any such Claim, (c) creating, perfecting or enforcing any encumbrance of any kind against the Debtor or the Reorganized Debtor or against the property of the Debtor or the Reorganized Debtor, (d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtor or the Reorganized Debtor or against the property or interest in property of the Debtor or Reorganized Debtor, and (e) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Claims which are extinguished, dismissed or released pursuant to the Plan as originally filed or this Amended Plan. Such injunction shall extend to successors of the Debtor, (including, without limitation, the Reorganized Debtor) and their property and interest in property.

Except as otherwise expressly provided for herein, the Confirmation Order or a separate order of the Bankruptcy Court, all Entities who have held, hold or may hold Claims against the Debtor are temporarily enjoined from proceeding against the guarantors, their heirs or their property, of any obligation of the Debtor, their successors, or their property, for the collection of all or any portion of their Allowed Claim, said injunction to remain in effect only for so long as the Reorganized Debtor complies with the terms of the Amended Plan. Any violation of the Amended Plan that remains uncured for thirty (30) days after receipt by the Reorganized Debtor of written notice from any party affected by such violation shall automatically and without further order of the Bankruptcy Court result in the dissolution of the injunction granted hereunder as to said affected party.

Except as otherwise expressly provided for herein, the Confirmation Order or a separate order of the Bankruptcy Court, all Entities who have held, hold or may hold Claims against the Debtor are temporarily enjoined from proceeding against any guarantors, their heirs or their property, of any Claim provided for in the Amended Plan for the collection of all or any portion of their Allowed Claim, said injunction to remain in effect only for so long as the Reorganized Debtor complies with the terms of the Amended Plan. Any violation of the Amended Plan that remains uncured for thirty (30) days after receipt by the Reorganized Debtor of written notice from any party affected by such violation, shall automatically and without further order of the Bankruptcy Court result in the dissolution of the injunction granted hereunder as to said affected party.

C. Exculpation

Under the Plan as originally filed and this Amended Plan, none of the Debtor, the Disbursing Agent, Reorganized Debtor, Gulf Atlantic, GA Capital, and any officer or directors, subsidiaries, partners, members or affiliates of the aforementioned Persons and any of their respective Representatives (the "Releasees") shall have or incur any liability to any Holder of a Claim against or Interest in Debtor, or any other party-in-interest, or any of their Representatives, or any of their successors or assigns, for any act, omission, transaction or other occurrence in connection with, relating to, or arising out of the Chapter 11 Case, the pursuit of confirmation of this Amended Plan, or the consummation of this Amended Plan, except and solely to the extent such liability is based on fraud, gross negligence or willful misconduct. The Releasees shall be entitled to reasonably rely upon the advice of counsel with respect to any of their duties and responsibilities under this Amended Plan or in the context of the Chapter 11 Case. No Holder of a Claim against or Interest in Debtor, or any other party-in-interest, including their respective Representatives, shall have any right of action against the Releasees or any of their Representatives, for any act, omission, transaction or other occurrence in connection with, relating to, or arising out of, the Chapter 11 Case, the pursuit of confirmation of this Amended Plan, the consummation of this Amended Plan or the administration of this Amended Plan, except to the extent arising from fraud, gross negligence or willful misconduct. Nothing in this Section shall be deemed an exculpation by any Releasor of any Releasee or any of its Representatives for any acts, omissions, transactions, events or other occurrences taking place after the Confirmation Date.

D. No Limitations on Effect of Confirmation

Nothing contained in the Plan as originally filed and this Amended Plan or the Disclosure Statement will limit, waive or restrict in any way the effect of Confirmation as set forth in Bankruptcy Code §1141. Confirmation will bind the Debtor, all Creditors, Equity Interest Holders and other parties in interest to the provisions of the Plan as originally filed and this Amended Plan, whether or not the Claim or Equity Interest of such Creditor or Equity Interest Holder is Impaired under the Plan as originally filed and this Amended Plan and whether or not such Creditor or Equity Interest Holder has accepted the Plan as originally filed and this Amended Plan.

E. Avoidance Actions

As of the Effective Date, any and all Avoidance Actions accruing to the Debtor and/or Debtor in Possession are reserved and the Reorganized Debtor shall have the right to commence any Avoidance Actions. Upon the expiration of the time specified under the Bankruptcy Code the Reorganized Debtor shall waive and release any Avoidance Actions not commenced. The Debtor has not performed a formal preference analysis as its pre-Petition payments were to its secured creditors, for the payment of required tax liabilities or were made in the ordinary course of business to its Creditors.

F. Preservation of Defenses and Rights of Action

The Debtor, and as of the Confirmation Date, the Reorganized Debtor, reserve the right to defend, commence and pursue after Confirmation, Rights of Action, whether arising prior to or after the Petition Date, in any court or other tribunal, including, but not limited to, any defenses, counterclaims, third party claims, cross-claims or any such administrative action or direct action, claim or right the Debtor may have or assert against Vision Bank, its officers, directors or representatives, including but not limited to: Joey Ginn, Lana Jane Lewis-Brent, William A. Cathey, James D. Campbell, Sr., Robert S. McKean, Jack B. Prescott and Jerry F. Sowell, individually and in each person's corporate capacity, Vision Park Properties, LLC, its members, managers or representatives, including but not limited to: Joey Ginn, Brett A. Baumeister, Frank W. Wagner, II, Scott Robertson and Lyndsay Job, individually and in each person's corporate or company capacity, Park National Bank, Park National Corporation, its officers, directors or representatives, including but not limited to: Charles D. DeLawder, David L. Trautman, Harry O. Egger, William T. McConnell, John W. Kozak, Brady Burt, Maureen H. Buchwald, James J. Cullers, F. William Englefield, IV, Stephen J. Kambeitz, Timothy S. McLain, John J. O'Neill, Rick R. Taylor, Sarah Reese Wallace, Leon Zazworsky, Colleen Friesen and William Lloyd, individually and in each person's corporate capacity, Centennial Bank, its officers, directors or representatives, SE Property Holdings, LLC, its members, managers or representatives, Southeast Property Solutions, LLC, its members, managers or representatives, including but not limited to, Martin L. Sandel, Robert J. Meyers, individually and in their corporate or company capacity, Sherry Chancellor in her capacity as Chapter 7 Trustee, Roland Kiehn, Michael Dickey and/or Barron Redding, Hughes, Fite, Sanborn, Kiehn, Leebrick & Dickey, P.A. and Richard Gaal and/or McDowell, Knight, Roedder, & Sledge, L.L.C. Such preserved defenses and Rights of Action, include any and all rights, claims or causes of action against the persons or entities named herein above shall inure to the Reorganized Debtor. Such claims or causes of action may be brought pursuant to State or Federal statute or under common law. Such actions shall include pre-and post-Petition claims or causes of action, including, but not limited to the actions which may be brought under the following: Florida Unfair and Deceptive Trade Practices Act [Fla.Stat. 501.201 *et seq.*], Federal Unfair and Deceptive Trade Practices Act [15 U.S.C. §45 *et seq.*], Tortious interference with business, Breach of Fiduciary Duty, Violation of state and/or federal privacy laws, fraud, conspiracy to defraud, unauthorized practice of law [Fla. Stat. 454.23], Aiding, abetting and/or conspiring to engage in the unauthorized practice of law, Abuse of process, Malicious prosecution of claims, the Federal Trade Commission Act, and/or Racketeer Influenced and Corrupt Organization Act [Fla. Stat. 895 *et seq.*, and/or 18 U.S.C. §1962 *et seq.*] and any other claim or cause of action which may be determined in the course of discovery.

G. Revesting of Property in the Reorganized Debtor

Except as otherwise expressly provided herein or in the Confirmation Order, on the Effective Date, but retroactive to the Confirmation Date, without any further action,

the Reorganized Debtor will be vested with all of the property of the Debtor's estate, wherever situate, free and clear of all Claims, Liens and Interests, and may use, acquire or dispose of its assets free of any restrictions imposed by the Bankruptcy Code or by the Bankruptcy Court. Except as otherwise expressly provided herein or in the Confirmation Order, other Rights of Action will be preserved and retained solely for the Reorganized Debtor's commencement, prosecution, use and benefit.

H. Maintenance of Administrative Expense Claim Status Post-Discharge

Notwithstanding any discharge granted to the Debtor, Allowed Administrative Expense Claims shall maintain their administrative priority status under 11 U.S.C. §507(a)(1) until paid in full.

X. RETENTION OF JURISDICTION

A. Jurisdiction of the Bankruptcy Court

Notwithstanding entry of the Confirmation Order, or the occurrence of the Effective Date or "substantial consummation" of the Amended Plan, the Chapter 11 Case having been closed, or a Final Decree having been entered, the Bankruptcy Court shall have and retain jurisdiction of matters arising out of, and related to the Chapter 11 Case and the Amended Plan, and for the purposes of, Bankruptcy Code §§105(a), 1127, 1142 and 1144 and for, among other things, the following purposes:

1. To consider any modification of the Amended Plan under Bankruptcy Code §1127 and/or modification of the Amended Plan before "substantial consummation" as defined in Bankruptcy Code §1101(2) and to consider any modification of the Amended Plan to cure any defect or omission, or reconcile any inconsistency in the Amended Plan, the Disclosure Statement, or in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order.
2. To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any, and allowance of Claims resulting therefrom.
3. To determine any and all pending adversary proceedings, applications, and contested matters pending on, filed or commenced as of the Confirmation Date.
4. To determine any and all adversary proceedings, applications, and contested matters filed or commenced by the Reorganized Debtor after the Confirmation Date, including, without limitation, Rights of Actions.
5. To ensure that distributions are accomplished as provided in the Amended Plan.
6. To hear and determine any objections to Administrative Expense Claims, to Proofs of Claim, or to Claims and Equity Interests filed and/or asserted both before and

after the Confirmation Date, including any objections to the classification of any Claim or Equity Interest, and to allow or disallow any disputed Administrative Expense Claim, other Claim, or Equity Interest, in whole or in part, and any request for estimation of Claims.

7. To protect the property of the estate from adverse Claims or interference inconsistent with the Amended Plan, including to hear actions to quiet or otherwise clear title to such property based upon the terms and provisions of the Amended Plan, or to determine the Reorganized Debtor's exclusive ownership of claims and causes of action retained under the Amended Plan.

8. To hear and determine matters pertaining to abandonment of property of the estate and to recover all Assets of the Debtor and property of the estate, wherever located.

9. To (a) enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated; (b) to issue such orders in aid of execution of the Amended Plan as may be necessary and appropriate, to the extent authorized by Bankruptcy Code §1142; and (c) to interpret and enforce any Orders previously entered in the Chapter 11 Case to the extent such Orders are not superseded or inconsistent with the Plan as originally filed or this Amended Plan.

10. To hear and determine all applications for compensation and reimbursement of expenses of Professional Persons under Bankruptcy Code §§330, 331, and 503(b) for services rendered and expenses incurred prior or subsequent to the Confirmation Date.

11. To hear and determine all litigation, causes of action and all controversies, suits and disputes that may arise in connection with the interpretation, implementation or enforcement of the Amended Plan, including but not limited to, any and all litigation and/or causes of action brought by the Debtor or Reorganized Debtor, whether such litigation and/or causes of action is/are commenced either prior to or after the Effective Date.

12. To hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code §§345, 505, and 1146.

13. To enter a Final Decree closing the Chapter 11 Case.

14. To consider and act on the compromise and settlement of any litigation, Claim against or cause of action on behalf of the Estate.

B. Failure of Bankruptcy Court to Exercise Jurisdiction

If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction over any matter arising under, arising in or related to the Bankruptcy Case, including any of the matters set forth in the Amended Plan, the Amended Plan shall not prohibit or limit the exercise of jurisdiction by any other court of competent jurisdiction with respect to such matter.

XI. MISCELLANEOUS PROVISIONS

A. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the internal laws of the State of Florida shall govern the construction and implementation of the Amended Plan and any agreements, documents, and instruments executed in connection with the Amended Plan, without regard to the conflict of laws provisions of the State of Florida.

B. Notices

All notices, requests, and demands to or upon the Debtor or, on or after the Effective Date, the Reorganized Debtor, to be effective shall be in writing (including, without limitation, by telex or facsimile transmission) and, unless otherwise expressly provided in the Amended Plan, shall be deemed to have been duly given or made when actually delivered or in the case of telex notice, when sent, answer back received, or in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

To the Debtor	Seaside Engineering & Surveying, Inc. Attn: John C. Gustin, IV PO Box 456 Destin, FL 32541
To the Reorganized Debtor	Gulf Atlantic Engineering & Surveying, LLC Attn: Timothy Bowden PO Box 2416 Crestview, FL 32536
With a copy to:	Zalkin Revell, PLLC Attn: Teresa M. Dorr. Waterside Business Center 2441 US Highway 98W, Ste. 109 Santa Rosa Beach, FL 32459

C. Post-Effective Date Fees and Expenses

From and after the Effective Date, the Reorganized Debtor shall, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable fees and expenses of Professional Persons thereafter incurred by the Reorganized Debtor, including without limitation, those fees and expenses incurred in connection with the implementation and consummation of the Amended Plan.

D. Compliance with Tax Requirements

In connection with the Amended Plan, the Debtor shall comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities. Under Bankruptcy Code §1146(c), the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the Amended Plan shall not be taxed under any law imposing a stamp tax or similar tax.

E. Severability

Should any provision in the Amended Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Plan as originally filed and this Amended Plan.

F. Successors and Assigns

The rights, benefits and obligations of any Person named or referred to in the Amended Plan shall be binding upon, and shall inure to the benefit of, the heir, executor, administrator, successor or assign of such Person.

G. Reliance

The Reorganized Debtor, or its agents and professionals, while acting on its behalf post-Confirmation, including but not limited to, objecting to Claims, making Distributions to Creditors holding Allowed Claims, and approving settlement of actions, as the case may be, shall be permitted to reasonably rely on any certificates, sworn statements, instruments, reports, claim dockets, schedules, or other documents reasonably believed by them to be genuine and to have been prepared or presented by the Bankruptcy Court Clerk's Office, the Debtor, and the Debtor's Professional Persons.

H. Withdrawal of the Amended Plan

The Debtor reserves the right to withdraw the Amended Plan at any time before the entry of the Confirmation Order, in which event the Amended Plan shall be deemed null and void.

The Debtor may alter, amend or modify the Amended Plan at any time before Confirmation, provided that the Amended Plan, as altered, amended or modified, satisfies the conditions of Bankruptcy Code §§1122 and 1123, and the Debtor shall have complied with Bankruptcy Code §1125. However, the Bankruptcy Court may require a new disclosure statement and/or revoting on the Amended Plan if Debtor modifies the plan before Confirmation.

The Debtor may also seek to alter, amend or modify the Amended Plan at any time after Confirmation so long as (1) the Amended Plan has not been substantially consummated, (2) as altered, amended or modified the Amended Plan satisfies the conditions of Bankruptcy Code §§1122 and 1123, and (3) the Bankruptcy Court

authorizes the proposed modification after notice and a hearing under Bankruptcy Code §1129.

A Holder of a Claim that has accepted the Plan as originally filed shall be deemed to have accepted this Amended Plan as the proposed alterations, amendments and modifications to the Plan as originally filed does not materially and adversely change the treatment of the Claim of such Holders. Further, the Holder of a Claim or Interest that has accepted this Amended Plan shall be deemed to have accepted any subsequently Amended Plan as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim or Interest of such Holder. Prior the Effective Date, the Debtor may make appropriate technical non-material modifications to this Amended Plan or the Disclosure Statement without further order or approval of the Bankruptcy Court, provided that such technical modifications do not adversely affect the treatment of Holders of Claims or Equity Interest.

The Debtor, and after Confirmation, the Reorganized Debtor, further reserve the right to modify the treatment of any Allowed Claims at any time after the Effective Date of the Amended Plan upon the consent of the Creditor whose Allowed Claim treatment is being modified, so long as no other Creditors are materially adversely affected.

I. Headings

Heading are used in this Amended Plan for convenience and reference only, and shall not constitute a part of this Amended Plan for any other purpose.

J. Exhibits/Schedules

Any exhibits and schedules to this Amended Plan are incorporated into and are made a part of this Amended Plan as if full set forth herein.

K. Good Faith

Confirmation of the Amended Plan will constitute a finding that the Amended Plan has been proposed in good faith and in compliance with all applicable provisions of the Bankruptcy Code.

L. Post-Confirmation Conversion/Dismissal

A creditor or party in interest may bring a motion to convert or dismiss the Bankruptcy Case under Bankruptcy Code §1112(b), after the Amended Plan is confirmed, if there is a default in performance of the Amended Plan or if cause exists under Bankruptcy Code §1112(b). If the Bankruptcy Court orders the case converted to chapter 7 after the Amended Plan is confirmed, then all property that had been property of the chapter 11 estate, and that has not been disbursed pursuant to the Amended Plan, will revert in the chapter 7 estate, and the automatic stay will be reimposed upon the revested property only to the extent that relief from stay was not previously granted by the

Bankruptcy Court during this case. In addition, any Allowed Claims for Administrative Expenses which are not paid on the Effective Date shall continue to be entitled to administrative priority, under 11 U.S.C. §507(a)(1) in any such subsequent Chapter 7 case to which this case is converted.

M. Post-Confirmation Quarterly Fees

Quarterly fees pursuant to 28 U.S.C. § 1930(a)(6) continue to be payable to the Office of the United States Trustee post-confirmation until such time as the case is converted, dismissed, or closed pursuant to Final Decree.

N. Entire Agreement

The Plan as originally filed, this Amended Plan, as described herein, and the Disclosure Statement and exhibits thereto set forth the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersede all prior discussions and documents. No party hereto shall be bound by any terms, conditions, definitions, warrants, understandings or representations with respect to the subject matter hereof, other than as in expressly provided for herein or as may hereafter be agreed by the parties in writing.

Dated: May 1, 2012

/s/ John C. Gustin, IV
John C. Gustin, IV, President
SEASIDE ENGINEERING &
SURVEYING, INC.

ZALKIN REVELL, PLLC

/s/ Teresa M. Dorr
TERESA M. DORR
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& Surveying, Inc.,
Debtor-in-possession

UNITED STATES BANKRUPTCY COURT
Northern District of Florida
Pensacola Division

IN RE: SEASIDE ENGINEERING &
SURVEYING, INC.,

Debtor.

Bankruptcy Case No. 11-31637-WSS

Chapter: 11

Judge: William S. Shulman

TECHNICAL AMENDMENT TO DEBTOR'S AMENDED PLAN OF REORGANIZATION

SEASIDE ENGINEERING & SURVEYING, INC. (the "Debtor"), by its undersigned counsel, hereby files this Technical Amendment to the Debtor's Amended Plan of Reorganization filed May 1, 2012 (dkt. 339). As a result of the recently conducted mediation, and without discussing any specific communications therein, Debtor would note that while the dispute was not resolved in the mediation, the Debtor has, decided to submit this technical amendment in a unilateral attempt to, in good faith, resolve as many of the disputed matters as is possible in the best interest of the Debtor, its creditors and its shareholders.

Specifically, the Debtor believes that the crux of Vision Park Properties, L.L.C.'s ("Vision Park") objections fall into three categories (1) that if the insider equity interests are extinguished without payment of a distribution to those equity holders, SE Property Holdings, LLC ("SEPH") (who is neither a creditor of Debtor nor an equity holder of Debtor) would not be able to potentially levy upon any such distributions pursuant to a judgment it claims to hold by assignment as against two (2) of the individual shareholders, (2) the dispute over the issuance of the 350 shares of stock to John Gustin which the company had deemed was necessary to induce Mr. Gustin to remain with the company, and (3) the dispute over whether Vision Park is a legitimate shareholder of the Debtor. Without waiving any rights or claims of Debtor (or the Reorganized Debtor) relating, thereto, the

Debtor proposes the following technical amendments, as described more fully below: (1) upon confirmation (simultaneous with extinguishment of all equity in Debtor), the Debtor will repurchase Mr. Gustin's shares pursuant to its August 30, 2011 agreement with Mr. Gustin for the sum of \$10.00 as stated in that agreement. This will have the effect of changing the percentage ownership in the company to the same percentage all equity had as of the day immediately before the stock was issued to Mr. Gustin, Mr. Gustin will receive no distribution under the plan, and all of the other shareholders will receive a proportionately greater distribution than previously anticipated under the amended plan; (2) the company will pay to all equity holders the proportionate value of their ownership interests; and (3) without acknowledging validity of the claims asserted by Vision Park as to the disputed interest claimed to be held by Vision Park in the Debtor, and without waiving any claims or defenses of the Debtor, relating, thereto, the Debtor will issue the promissory note attributable to this disputed interest to Vision Park.

FACTS

1. On or about October 7, 2011 (the "Petition Date") the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Bankruptcy Code, 11 U.S.C. §§101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Florida, Pensacola Division (the "Bankruptcy Court").

2. The Debtor has filed an Amended Plan of Reorganization, which Amended Plan addressed this Court's Order of April 16, 2012 (Doc. 339) regarding the determination of value of the Debtor.

3. As an attempt to address the anticipated issues/objections discussed above, the Debtor has prepared this Technical Amendment to the Amended Plan. As it provides for enhanced treatment for the current Holders of Class 5A Equity Interests, the proposed amendments do not adversely affect the treatment to the Holders or disputed holders and do not adversely affect the treatment of any other

class of creditors.

TEXT OF THE TECHNICAL AMENDMENTS

The following technical amendments are hereby proposed by the Debtor:

A. Article I.A. is hereby amended by the addition of the following definitions:

(45) **Equity Interest Holder** means each Holder of an Equity Interest in the Debtor, whether held by an Insider or Non-Insider, whether disputed or undisputed.

(45a) **Equity Interest Holders Distribution Fund** means that account to be established by the Debtor, or the Reorganized Debtor, as the case may be, for the purpose of making deposits and distributions to Holders of Promissory Notes issued to Equity Interest Holders or their assignees or successors in interest.

(45b) **Holders of Promissory Note(s)** means the person or entity lawfully holding such note, whether acquired by initial issue, by assignment or by levy or other lawful acquisition.

B. Article III.B. is hereby amended by removing Class 5A and Class 5B and replacing it with Class 5, Equity Interests as set forth in this Technical Amendment.

C. Article III.C. is hereby amended by deleting the proposed treatment for Class 5A and Class 5B Equity Interests and providing for the following treatment of Class 5 Equity Interests:

14. Class 5 – Debtor's Equity Interests

- a) **Impairment and Voting.** Class 5 is comprised of all Equity Interests. Class 5 is Impaired by the Amended Plan.
- b) **Treatment.** All Class 5 Equity Interests shall be canceled on the Confirmation Date. As of the Confirmation Date, each Holder of an Allowed Class 5 Equity Interest shall receive, in exchange for the cancellation of the Holder's Equity Interest (and the surrender of all documents evidencing same) and in complete satisfaction, discharge and

release of all Equity Interests, treatment specified in paragraph (f) below.

c) Surrender of Interest Held by John Gustin. In accordance with that certain pre-Petition Agreement entered into between John C. Gustin ("Gustin") and the Debtor, dated August 30, 2011, simultaneous with the extinguishment of all shares in Debtor and the confirmation of the Debtor's Amended Plan, including this technical amendment, the Debtor shall repurchase the 350 shares previously issued to Gustin for the sum of ten dollars (\$10.00) and the pro-rata allocation of the Class 5 Equity Interests shall be as follows: Karin Garvin as Trustee for the Chapter 7 Estate of Ross Binkley: 190 shares or nineteen percent (19%); John E. Venn as Trustee for the Chapter 7 Estate of James Bradley Mainor: 190 shares or nineteen percent (19%); James L. Barton ("Barton"): 190 shares or nineteen percent (19%); Timothy D. Spears ("Spears"): 190 shares or nineteen percent (19%); Vision-Park as the disputed holder of 190 shares or nineteen percent (19%); and Timothy Bowden: 50 shares or five percent (5%).

d) Establishment of Equity Interest Holder's Distribution Fund. Upon the Confirmation Date, the Debtor shall establish and transfer to the Reorganized Debtor as of the Effective Date, the Equity Interest Holder's Distribution Fund, from which all payments to Holders of promissory notes shall receive distributions as set forth herein.

e) Distributions from Equity Interest Holders Distribution Fund. The Disbursing Agent shall make distributions as follows:

(1) For Holders of Promissory Notes(s), the Disbursing Agent shall make payments as follows: (a) commencing on the Effective Date, and continuing for each month thereafter for the next 23 consecutive months, the Debtor, or the Reorganized Debtor, shall make equal payments representing interest only on the Promissory Note(s) from the Equity Interest Holders Distribution Fund and (ii) commencing on the first day of the first month following the completion of all payments to Holders of Allowed Class 3 Claims and continuing on the first day of each month thereafter for thirty-five (35) consecutive months, equal payments of principal and interest until the Promissory Note(s) are paid in full.

(2) If a Holder of a Class 5 Equity Interest objects to the Confirmation of the Amended Plan or casts a Ballot against the Amended Plan and does not change his, her or its vote to accept the Amended Plan before the entry of an Order Confirming the Amended Plan, the Debtor, and the Reorganized Debtor, hereby reserve the right to file an Objection to the Allowance of any such Equity Interest and the payments specified herein shall not commence to such Holder until after there has been a determination that such Holder has an Allowed Equity Interest. Any such distribution that would be due to such Holder while his, her or its Interest is subject to an objection shall remain in the Equity Interest Holder's Distribution Fund until such time as there has been a determination as the allowance or disallowance of such Equity Interest.

f) Treatment.

(1) Each Equity Interest Holder shall receive a Promissory Note in an amount representing his, her or its pro-rata share of the value of the Debtor as determined by the Bankruptcy Court on or about April 16, 2012 (\$200,000), or as modified by paragraph c above, whichever is greater. The terms of the promissory note and payment(s) shall be as follows:

- (i) Each Promissory Note shall accrue interest commencing on the Effective Date of the Amended Plan at the rate of four and one-quarter percent (4.25%) per annum.
- (ii) Distributions shall be made as set forth in paragraph (e) above.
- (iii) The treatment provided herein is in full satisfaction of all claims and interest such Holder has against the Debtor, the Reorganized Debtor, the Officers, Directors and Shareholders of the Debtor and the Members of the Reorganized Debtor.
- (iv) There shall be no prepayment penalty assessed against the Debtor or the Reorganized Debtor should payments commence prior to the date set forth in paragraph (e) above, or if the Reorganized Debtor, in its sole discretion shall pay in whole or in part any amount then due on the Promissory Note prior to its maturity date.
- (v) Gustin, having returned his shares to the Debtor according to the terms herein, shall not be entitled to receive any distribution under the Amended Plan, as amended by this Technical Amendment.
- (vi) Without acknowledging validity of the claims asserted by Vision Park as to the disputed interest claimed to be held by Vision Park in the Debtor, and without waiving any claims or defenses of the Debtor, relating, thereto, the Debtor will issue the promissory note attributable to this disputed interest to Vision Park.

(2) Should the Holder of a Class 5 Equity Interest cast a ballot to reject the Plan the Debtor reserves the right to seek approval of the Amended Plan, as modified by this Technical Amendment, notwithstanding any rejections received from Holders of Class 5 Equity Interests. Should the Court approve the Amended Plan, as modified by this Technical Amendment, over the objections of any Holder of a Class 5 Equity Interest, any Holder who did not cast a Ballot or

who cast a Ballot rejecting the Amended Plan and this Technical Amendment shall shall receive the treatment set forth herein.

g) Nothing contained in this section providing for the satisfaction, discharge and release of all Class 5 Equity Interests shall in any way limit the provisions of Article IX as modified herein and all of its subparts, except as provided herein and set forth below.

h) No Holder of an Equity Interest having elected Treatment Option B as described in the Amended Plan, the Debtor hereby deletes such references and any treatment provisions included in the Amended Plan regarding Treatment Option B.

D. Article IX.C. is hereby replaced and amended as follows:

Under the Plan as originally filed and the Amended Plan as modified by this Technical Amendment, none of the Debtor, the Disbursing Agent, Reorganized Debtor, Gulf Atlantic, GA Capital (and any officer or directors or members of the aforementioned Persons) and any of their respective Representatives (the "Releasees") shall have or incur any liability to any Holder of a Claim against or Interest in Debtor, or any other party-in-interest, or any of their Representatives, or any of their successors or assigns, for any act, omission, transaction or other occurrence in connection with, relating to, or arising out of the Chapter 11 Case, the pursuit of confirmation of the Amended Plan as modified by the Technical Amendment, or the consummation of the Amended Plan as modified by this Technical Amendment, except and solely to the extent such liability is based on fraud, gross negligence or willful misconduct. The Releasees shall be entitled to reasonably rely upon the advice of counsel with respect to any of their duties and responsibilities under the Amended Plan as modified in this Technical Amendment or in the context of the Chapter 11 Case. No Holder of a Claim against or Interest in Debtor, or any other party-in-interest, including their respective Representatives, shall have any right of action against the Releasees or any of their Representatives, for any act, omission,

transaction or other occurrence in connection with, relating to, or arising out of, the Chapter 11 Case, the pursuit of confirmation of this Amended Plan, the consummation of the Amended Plan, as amended by this Technical Amendment or the administration of the Amended Plan, as modified by this Technical Amendment except to the extent arising from fraud, gross negligence or willful misconduct. Nothing in this Section shall be deemed an exculpation by any Releasor of any Releasee or any of its Representatives for any acts, omissions, transactions, events or other occurrences taking place after the Confirmation Date.

E. Article IX.F. shall be amended to add the following paragraphs at the beginning of the said subsection of the Amended Plan in addition to the existing text set forth, therein (the existing text of the said subsection shall remain unchanged):

The Debtor has assigned no value in the Amended Plan to the reserved claims or causes of action set forth, therein. The values are at present speculative and could only be realized, if at all, through protracted and costly litigation. At present, the Debtor has no plans to pursue the reserved claims or causes of action and has not allocated any funds in its projected budget to do so.

The reservation is set forth merely to avoid waiving such claims should Debtor or the Reorganized Debtor find itself faced with litigation brought against it outside the narrow scope of paragraph IX.C. of the Debtor's Amended Plan as modified by this Technical Amendment. The Debtor believes that reservation of all such claims would be necessary to properly defend and fully address such actions.

F. Article IX.F. shall be further amended to add the following paragraph at the end of the said subsection:

Although Debtor believes that confirmation of the Amended Plan as modified by this Technical Amendment would render all actions now pending involving the Debtor and any

Holder of a Claim against or Interest in the Debtor or other party in interest, moot, the Debtor and the Reorganized Debtor further reserve the right to assert or continue to assert (to the extent same are not rendered moot by the confirmation of the Amended Plan, as modified by this Technical Amendment) any claims, objections, appeals and/or defenses brought or which may be brought by the Debtor and/or the Reorganized Debtor (or which may be determined in the course of discovery) in the following (already pending) actions: Seaside Engineering and Surveying, Inc. v. Vision-Park Properties, L.L.C. et al, Case No. 11-CA-000746, Circuit Court, Walton County, Florida; In re Seaside Engineering & Surveying, Inc., v. Vision Bank, et al, Case No. 3:11cv492/MCR/EMT (appeal currently pending in the U.S. District Court, N.D. Florida); In re Gustin, Case No. 10-31763-LMK, pending in U.S. Bankruptcy Court, Northern District of Florida; In re Binkley, Case No. 11-30133, pending in U.S. Bankruptcy Court, Northern District of Florida; and In re Mainor, Case No. 10-32121-LMK, pending in U.S. Bankruptcy Court, Northern District of Florida, which claims shall include any and all claims already on the record in the above referenced cases, and any and all claims including, but not limited to, claims or objections relating to shareholder agreements concerning stock in Debtor.

Respectfully submitted this
6th day of June, 2012

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